

FORM 109 (RULE 22-2 (2) AND (7))

This is the 1st affidavit
of L. Grillandini in this case
and was made on October 27, 2026

S 267975

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

AFFIDAVIT

I, Lynette Grillandini, of 2900 - 733 Seymour Street, in the City of Vancouver, in the Province of British Columbia, AFFIRM THAT:

1. I am a legal assistant with Owen Bird Law Corporation, solicitors for the petitioner, The Toronto-Dominion Bank, and as such have personal knowledge of the matters and facts hereinafter deposed to, except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.

2. Attached as **Exhibit "A"** is a copy of a notice of civil claim filed September 23, 2026 in BCSC Action No. KEL-S_S-148504 (the "**504 Action**").

3. Attached as **Exhibit "B"** is a copy of a notice of application filed September 23, 2026 in the 504 Action.

4. Attached as **Exhibit "C"** is a copy of affidavit #1 of D. Ovington filed September 23, 2026 in the 504 Action.

5. Attached as **Exhibit "D"** is a copy of affidavit #1 of G. Mirtle filed September 23, 2026 in the 504 Action.

6. Attached as **Exhibit "E"** is a copy of the order of Mr. Justice Koturbash entered September 24, 2026.

AFFIRMED BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 27th day of October, 2026.

A Commissioner for taking Affidavits for British Columbia

LILY Y. ZHANG
Barrister & Solicitor
P.O. Box 1
2900-733 SEYMOUR STREET
VANCOUVER, B.C. V6B 0S6
(604) 691-7571

LYNETTE GRILLANDINI

This is Exhibit "A" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 27th day of October 2026.

A Commissioner for taking Affidavits within British Columbia



Court File No. KEL-S-S-148504
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and
STEWART MORTGAGE CORP.

DEFENDANTS

NOTICE OF CIVIL CLAIM

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

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

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

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

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

The parties

1. The plaintiff, Kam-Mic Investment Corp. ("**Kam-MIC**"), is a company incorporated under the laws of British Columbia (Incorporation No. BC0265834) with an address for service in this proceeding at 200 – 591 Bernard Avenue, Kelowna, British Columbia.

2. Kam-MIC is a mortgage investment corporation within the meaning of s. 130.1 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.). It lends money on the security of mortgages of real property in British Columbia, mainly in the Thompson, Shuswap, and Okanagan regions.

3. Kam-MIC's directors are Gary Mirtle, Brett Mirtle, Edward Ovington, and Darren Ovington (the "**Directors**"), and the defendant Jamie John Paton Stewart.

4. The defendant Stewart Mortgage Corp. ("**SMC**") is a company incorporated under the laws of British Columbia (Incorporation No. BC0252967) with a registered office at 300 – 272 Victoria Street, Kamloops, British Columbia. SMC carries on business as a mortgage manager and administrator.

5. The defendant Jamie John Paton Stewart is a businessperson residing at 1238 Rockcress Drive, Kamloops, British Columbia. Mr. Stewart has run SMC since the death of its founder, his father John Stewart, in December 2013. He is SMC's sole director, its president, and its directing mind. At all material times he conducted all of SMC's dealings with Kam-MIC and controlled SMC's bank accounts.

6. Mr. Stewart is also a director of Kam-MIC, has acted as its managing director, and holds 70,914 of its preferred shares.

The Service Agreement

7. Kam-MIC and SMC are parties to a written service agreement made as of November 17, 1983, revised on September 22, 2003 and March 19, 2014, and executed in its current form on March 21, 2014 (the "**Service Agreement**"). By a resolution of Kam-MIC's directors dated August 31, 2019, the term of the Service Agreement was extended to September 30, 2024.

8. Mr. Stewart signed the Service Agreement on behalf of both SMC and Kam-MIC, and signed the 2019 extending resolution as a director of Kam-MIC. He did not disclose the nature and extent of his interest in the Service Agreement in the manner required by Division 3 of Part 5 of the *Business Corporations Act*, S.B.C. 2002, c. 57, and he participated and voted in Kam-MIC's decisions to enter into and to extend it.

9. The Service Agreement was not renewed in writing after September 30, 2024. SMC continued to act as Kam-MIC's agent, and both parties continued to perform the Service Agreement, on the same terms. Kam-MIC pleads that the Service Agreement continued in force on its terms after September 30, 2024 by the conduct of the parties. Alternatively, SMC held Kam-MIC's money, mortgages, and records after that date as its agent and trustee, on the same terms, at common law and in equity.

10. The Service Agreement provides, among other things, that:

    (a) SMC is Kam-MIC's sole and exclusive agent for the origination, administration, and collection of its mortgage loans, and SMC agrees "to hold all money received hereunder, the Mortgages and all other security in respect to the Mortgage Loans, in trust for the MIC in separate accounts" (s. 3.01);

(b) SMC may originate, review, recommend, and decline mortgage loans in Kam-MIC's name, but Kam-MIC reserves the right to approve each mortgage loan in advance, and "the sole responsibility for approval of Mortgage Loans or any other investment" rests with Kam-MIC's directors (ss. 3.02, 3.04, and 5.01(2));

(c) SMC manages Kam-MIC's day-to-day affairs, including its financial reporting, the arranging and administering of its bank credit lines, the maintenance of all of its records, the distribution of dividends and annual financial statements, the collection of mortgages when due, and its tax reporting (s. 3.03);

(d) SMC collects funds in trust on behalf of Kam-MIC, holds them in trust until the payment has cleared, then deposits them into Kam-MIC's bank account, and gives Kam-MIC a detailed report of every deposit (s. 5.01(3));

(e) if a payment on a mortgage falls 30 days past due, SMC must immediately notify the Directors and begin action to recover Kam-MIC's funds (s. 5.01(7));

(f) SMC must deliver to Kam-MIC quarterly financial statements, monthly reports of all loans in arrears, and such further reports as Kam-MIC reasonably requests, and must report annually to each shareholder (ss. 6.01, 6.02, 6.04, and 6.05);

(g) SMC must at all times act on a basis that is fair and reasonable to Kam-MIC, must exercise its powers and discharge its duties honestly, in good faith, and in the best interest of Kam-MIC, and must exercise the degree of care, diligence, and skill that a reasonable, prudent person would exercise in comparable circumstances (s. 7.01);

(h) SMC is liable to Kam-MIC for any loss resulting from the negligence or wilful misconduct of SMC or any of its officers, agents, or employees (s. 8.01);

(i) SMC's fee is a quarterly fee of 0.375% of the average monthly total of Kam-MIC's assets, payable by cheque within 14 days after each quarterly payment date (ss. 9.01 and 9.02);

(j) Kam-MIC may terminate the Service Agreement if SMC commits a default, and no notice to remedy is required where the default relates to the payment of money by SMC to Kam-MIC (s. 10.01(F));

(k) on termination, SMC must turn over and deliver to Kam-MIC all trust money of Kam-MIC, all other funds it holds in respect of the mortgages, and all documents, records, files, and other papers in its possession pertaining to Kam-MIC's loans (s. 10.03(C)); and

(l) no forbearance or failure by Kam-MIC to insist on prompt performance is a waiver (s. 11.07).

The defendants' duties

11. SMC, as Kam-MIC's exclusive agent and manager, entrusted with its money, its mortgage security, its records, its bank accounts, and its financial reporting, and as the express trustee of the money and security it received, owed Kam-MIC fiduciary duties of loyalty, honesty, good faith, candour, and full disclosure, a duty to avoid conflicts between its interests and Kam-MIC's, and a duty to account.

12. Mr. Stewart, as a director and the managing director of Kam-MIC, owed it the duties imposed by s. 142(1) of the *Business Corporations Act* and by equity: to act honestly and in good faith with a view to Kam-MIC's best interests; to exercise the care, diligence, and skill of a reasonably prudent individual in comparable circumstances; to avoid conflicts of interest; to disclose to Kam-MIC every material fact about its affairs known to him; and to account. Mr. Stewart owed Kam-MIC the same fiduciary duties as the person through whom SMC acted and who personally controlled Kam-MIC's money, mortgages, records, and reporting.

How the business operated

13. Kam-MIC's mortgage loans are, for the most part, one-year interest-only loans at interest rates of 10% to 16% a year.

14. SMC found the borrowers. When Kam-MIC approved a loan, Kam-MIC funded it by cheque drawn on its operating account at The Toronto-Dominion Bank ("**TD**") (the

"**Kam-MIC Account**"), payable to conveyancing solicitors in trust, who registered the mortgage in Kam-MIC's name in the Land Title Office. Every mortgage securing a loan of Kam-MIC's money was to be registered in Kam-MIC's name.

15. Borrowers paid their interest, and paid out their loans, to SMC. SMC received those payments into a trust account at TD in Kamloops styled "Stewart Mortgage Corp. Trust Account" (the "**SMC Trust Account**"). SMC remitted interest from the SMC Trust Account to the Kam-MIC Account, net of amounts it deducted as its fees. Mr. Stewart alone directed where the proceeds of every loan payout were paid.

16. Mr. Stewart alone held access to the Kam-MIC Account, including online access issued in his name and in the name of John Stewart. He dealt with TD on Kam-MIC's behalf, including about Kam-MIC's line of credit. He supplied to Kam-MIC's accountants, MNP LLP, the information from which Kam-MIC's annual review-engagement financial statements were prepared, and he approved those statements on Kam-MIC's behalf.

17. The Directors had no access to SMC's loan-servicing records, to the SMC Trust Account, or to the Kam-MIC Account. Everything Kam-MIC and the Directors knew about the mortgage portfolio, the collection of interest and principal, and the state of Kam-MIC's bank accounts came from Mr. Stewart. Kam-MIC entrusted its business to SMC and Mr. Stewart and relied on them.

Mr. Stewart's reports and the Representations

18. Before the COVID-19 pandemic, Mr. Stewart met the Directors regularly and gave them regular mortgage portfolio summaries. From 2020, his meetings and reports became sporadic. SMC did not deliver the quarterly financial statements or the monthly arrears reports that the Service Agreement requires.

19. The Directors raised the deficient reporting with Mr. Stewart repeatedly. He promised to improve and did not. In or about September 2025, Darren Ovington told Mr. Stewart that his reporting was deficient and could not continue.

20. In each fiscal year, Kam-MIC's annual financial statements were prepared by MNP LLP from information Mr. Stewart supplied, approved by Mr. Stewart on Kam-MIC's

behalf, and delivered to the Directors and to Kam-MIC's shareholders. In January 2026, Mr. Stewart delivered to the Directors Kam-MIC's financial statements for the fiscal year ended August 31, 2025 (the "**2025 Financial Statements**"), which he had signed electronically on January 9, 2026. The 2025 Financial Statements report mortgages receivable of $13,896,466, interest revenue of $1,363,702, and net earnings of $1,053,489, which Kam-MIC declared and paid as a dividend to its preferred shareholders.

21. On May 15, 2026, after repeated requests, Mr. Stewart delivered to the Directors a mortgage portfolio summary as at April 30, 2026 (the "**April 2026 Portfolio**"). It lists 39 loans, each identified by borrower, property, balance, interest rate, and maturity date. It shows every loan as current. The balances total $14,030,090.01.

22. On the morning of September 10, 2026, Mr. Stewart delivered to the Directors a portfolio summary as at August 31, 2026 (the "**August 2026 Portfolio**" and, with the April 2026 Portfolio, the "**Portfolio Reports**"). It lists the same 39 loans, each shown as current, with balances totalling $14,028,378.30.

23. By Kam-MIC's annual financial statements, including the 2025 Financial Statements, by the Portfolio Reports, and by Mr. Stewart's other reports to the Directors of Kam-MIC's earnings and portfolio, the defendants represented to Kam-MIC, as facts, that:

    (a) each of the loans listed was an existing loan of Kam-MIC in the amount stated;

    (b) each of the loans was secured by a mortgage registered in Kam-MIC's name against the property described;

    (c) each of the loans was current, and SMC was collecting the interest on it for Kam-MIC;

    (d) SMC was holding all money it collected on Kam-MIC's loans in trust for Kam-MIC and remitting it to Kam-MIC as the Service Agreement requires;

    (e) no loan of Kam-MIC had been repaid, and no mortgage of Kam-MIC had been discharged, except as reported; and

(f) Kam-MIC's mortgages receivable and interest revenue were as stated in the financial statements

(collectively, the "**Representations**").

24. Each of the Representations was false, as pleaded below. The defendants knew the Representations were false when they made them, or made them recklessly, without caring whether they were true or false. They made the Representations intending that Kam-MIC and the Directors would act on them by leaving Kam-MIC's business, money, and security in the defendants' hands.

25. The loans described in the Portfolio Reports would produce, at the lowest stated rate of 10% a year, more than $116,900 a month in interest for Kam-MIC.

26. Kam-MIC relied on the Representations. In reliance on them, Kam-MIC continued SMC's agency and left its money, mortgages, bank accounts, and records in the defendants' control; paid, or allowed SMC to deduct, SMC's fees; approved its annual financial statements; declared and paid dividends, including the dividend of $1,053,489 for the fiscal year ended August 31, 2025; borrowed on its line of credit; and did not investigate the portfolio, demand an accounting, or take steps to recover its money and security.

27. The August 2026 Portfolio repeated the Representations after the Directors had begun to discover the truth. Kam-MIC pleads it as evidence of the defendants' knowledge and of their continuing concealment.

The line of credit and the forged TD LOC Agreement

28. Kam-MIC has a $2,000,000 operating line of credit with TD (the "**LOC**"), repayable on demand and secured by a general security agreement over Kam-MIC's personal property. Mr. Stewart arranged and administered the LOC on Kam-MIC's behalf under s. 3.03(2) of the Service Agreement.

29. The balance owing on the LOC rose from $575,000 in August 2024 to approximately $2,000,000 in December 2025. From January 2026, the balance never fell below $1,990,000 and exceeded the $2,000,000 limit several times. As at August 31, 2026,

Kam-MIC owed $1,905,000 on the LOC. Kam-MIC pleads that the LOC was drawn to that level, and was not paid down, because the money that SMC should have been remitting from Kam-MIC's mortgages was not being remitted, and that the LOC was used to fund dividends, advances, and expenses that the mortgage income the defendants reported should have funded.

30. On May 28, 2026, TD asked Mr. Stewart to have Kam-MIC sign a new letter agreement governing the LOC, which requires monthly reporting of Kam-MIC's mortgage portfolio with a compliance certificate confirming that every listed mortgage is a valid charge. Mr. Stewart did not respond to TD for months. TD warned him that it would cancel the LOC. Mr. Stewart told none of the Directors about the state of the LOC, TD's request, or TD's warning.

31. On August 24, 2026, Mr. Stewart delivered to TD an executed copy of the letter agreement (the "**TD LOC Agreement**") and a listing of Kam-MIC's mortgage portfolio (the "**TD List**").

32. The acceptance page of the TD LOC Agreement bears Mr. Stewart's signature, dated August 17, 2026, and a second signature, dated August 24, 2026, above the printed name and title "Gary Mirtle – Director". Mr. Mirtle did not sign the TD LOC Agreement, was never asked to sign it, and had never seen it. Mr. Stewart, or a person acting at his direction, placed the purported signature of Mr. Mirtle on the document, and Mr. Stewart delivered it to TD as the executed agreement of Kam-MIC in order to keep the LOC in place and to keep TD and the Directors from discovering the true state of Kam-MIC's affairs.

33. The TD List is false, and it does not match the April 2026 Portfolio. Among other things, it assigns the same mortgage registration numbers (CA6882345 and CA6882346) to two different loans on two different properties, and it describes the $400,000 loan secured by 2713 Beachmount, Kamloops as a loan to "Kamloops Heating & Air", whereas the April 2026 Portfolio describes the $400,000 loan on the same property as a loan to "Kampan Developments Ltd." By delivering the TD List, Mr. Stewart caused Kam-MIC to make false statements to its lender about the security for its indebtedness and exposed Kam-MIC to default under the LOC.

Discovery

34. On August 21, 2026, TD contacted Darren Ovington. On August 25, 2026, TD told him about the state of the LOC, Mr. Stewart's failure to respond, the TD LOC Agreement, and the TD List. That was the first the Directors had heard of any of it. TD then provided the Directors with the TD List and the TD LOC Agreement.

35. On August 31, 2026, Kam-MIC's solicitors obtained a search of all land title districts of British Columbia for charges registered in the name of Kam-MIC. In early September 2026, the Directors obtained access to the Kam-MIC Account and its monthly statements from January 2020, and reviewed them.

The Missing Mortgages

36. The land title search returned 26 charges in Kam-MIC's name: 10 assignments of rents and 16 mortgages (the "**Existing Mortgages**").

37. Three of the Existing Mortgages do not appear in any report Mr. Stewart gave to Kam-MIC or to TD. Kam-MIC pleads that those three loans were either live loans that the defendants concealed from Kam-MIC or loans that were repaid without the proceeds being remitted to Kam-MIC. In either case the defendants have not accounted for them.

38. No more than 13 of the Existing Mortgages correspond to a loan listed in the Portfolio Reports or the TD List. At least 26 of the 39 loans listed in the Portfolio Reports have no mortgage registered in Kam-MIC's name (the "**Missing Mortgages**"). Approximately half of the Missing Mortgages were once registered in Kam-MIC's name and have since been discharged. The other 11 were never registered in Kam-MIC's name and, Kam-MIC pleads, never existed.

39. Kam-MIC never authorized the discharge of any of the Missing Mortgages, was never told that any of them had been repaid, and never received the proceeds of any of them. No mortgage payout has been deposited to the Kam-MIC Account since August 2023. Each of the Missing Mortgages is nevertheless shown in the Portfolio Reports as a current, interest-paying loan of Kam-MIC.

40. Kam-MIC pleads that, as to each of the Missing Mortgages, either (a) the loan was repaid and the mortgage discharged, and SMC received the proceeds in trust for Kam-MIC and did not remit them, or (b) the loan never existed, and the defendants reported it to conceal that Kam-MIC's money was not there. Kam-MIC will deliver further particulars of each of the Missing Mortgages when it obtains SMC's records and the historical land title records.

The Missing Interest

41. In the three fiscal years ended August 31, 2023, the deposits to the Kam-MIC Account from SMC totalled $5,148,451, an average of approximately $143,000 a month. Those deposits were broadly consistent with the interest that the portfolio Mr. Stewart was reporting should have produced.

42. From September 2023, the deposits from SMC dropped sharply and became sporadic. In the three fiscal years ended August 31, 2026, they totalled $1,970,603, an average of approximately $54,700 a month. In the fiscal year ended August 31, 2025, when the 2025 Financial Statements reported interest revenue of $1,363,702, the Kam-MIC Account received only $107,251.33 from all sources other than advances on the LOC.

43. The difference between the interest that the loans described in the Representations should have produced and the money SMC actually remitted to Kam-MIC is the "**Missing Interest**". Kam-MIC estimates the Missing Interest for the three fiscal years ended August 31, 2026 at not less than $3,000,000, and pleads that further interest is unaccounted for in earlier years.

44. Kam-MIC pleads that SMC collected interest on Kam-MIC's loans and did not remit it, or that the loans did not exist as reported and no interest was being collected on them, or both, and that in every case the defendants concealed the truth from Kam-MIC.

The meeting of September 10, 2026 and the events that followed

45. On September 10, 2026, at Kam-MIC's annual directors' meeting in Kamloops, the Directors confronted Mr. Stewart with the Missing Mortgages, the Missing Interest, and the purported signature of Mr. Mirtle on the TD LOC Agreement. Mr. Stewart appeared surprised that TD had contacted the Directors. He neither admitted nor denied

anything, and said words to the effect of "Yah, yah, I know, I know." He said the Missing Interest had been "loaned out". He offered no explanation for the Missing Mortgages or the Missing Interest, said that he needed to talk to a lawyer, and left the meeting.

46. Mr. Stewart has not spoken to any Director since, and has offered no explanation.

47. On September 10 and 11, 2026, the Directors removed Mr. Stewart's signing authority and access on Kam-MIC's accounts at TD. Between the afternoon of September 11 and the morning of September 12, 2026, SMC's website went offline.

48. On September 14, 2026, Kam-MIC's solicitors wrote to SMC, Mr. Stewart, and their solicitors demanding that the defendants preserve all records and funds relating to Kam-MIC, deliver a written statement of all money of Kam-MIC they held and remit that money to Kam-MIC, direct every borrower to pay Kam-MIC directly, deliver Kam-MIC's minute book and corporate records, and produce all of Kam-MIC's records. On September 15, 2026, the defendants' solicitors advised that Mr. Stewart consented to the release of Kam-MIC's corporate records. The defendants have delivered no records, no statement of funds held, and no money.

Unauthorized loans, pleaded in the alternative

49. If, as Mr. Stewart asserted on September 10, 2026, the defendants re-advanced Kam-MIC's interest or the proceeds of the Missing Mortgages as new loans, they did so without submitting the loans to the Directors for approval, contrary to ss. 3.02, 3.04, and 5.01(2) of the Service Agreement; without reporting the loans to Kam-MIC; and without registering security in Kam-MIC's name. Kam-MIC pleads that any such loan, and any security taken for it in the name of SMC, Mr. Stewart, or any other person, was made with Kam-MIC's money and is held in trust for Kam-MIC; that the defendants must account for every such loan and deliver up its security; and that the defendants are liable for every loss on it.

Fees

50. Instead of receiving its fees by cheque as s. 9.02 of the Service Agreement requires, SMC deducted the fees it chose from the trust money it collected, without accounting to Kam-MIC. Kam-MIC pleads that SMC calculated its fees on the asset totals stated

in the Representations, which were inflated, and that SMC earned no fee during the period of its breaches.

Concealment

51. The defendants concealed the Missing Mortgages and the Missing Interest from Kam-MIC by the Portfolio Reports and the annual financial statements, which continued to describe the Missing Mortgages as current loans and to report interest as being earned and received on them; by the information Mr. Stewart supplied to MNP LLP; by remitting to Kam-MIC, from time to time, sums sufficient to service the LOC and to sustain the appearance that the portfolio was performing; by drawing on the LOC to fund dividends and other outlays; by withholding the quarterly and monthly reports the Service Agreement requires; by concealing the state of the LOC and TD's demands from the Directors; and by the forged TD LOC Agreement and the false TD List.

52. Kam-MIC did not know, and could not reasonably have known, of the Missing Mortgages, the Missing Interest, or the defendants' breaches until August 25, 2026 at the earliest. The defendants wilfully concealed from Kam-MIC that it had suffered loss, that the loss was caused by their acts and omissions, and that the acts and omissions were theirs, within the meaning of s. 21(3) of the *Limitation Act*, S.B.C. 2012, c. 13.

Termination of the Service Agreement

53. SMC's breaches, pleaded above, go to the root of the Service Agreement and amount to a repudiation of it. They include defaults relating to the payment of money by SMC to Kam-MIC, for which s. 10.01(F) requires no notice to remedy. Kam-MIC accepts SMC's repudiation and, by this notice of civil claim, terminates the Service Agreement and the agency it created, without prejudice to Kam-MIC's claims for the defendants' prior breaches. Kam-MIC demands that the defendants turn over and deliver to it, under s. 10.03(C) and at common law and in equity, all trust money, all other funds held in respect of Kam-MIC's loans, and all of Kam-MIC's documents, records, and files.

Where the money went, and the defendants' assets

54. Kam-MIC pleads that the defendants applied the Missing Interest, the proceeds of the Missing Mortgages, and other money of Kam-MIC (together, the "**Misappropriated Funds**") to their own purposes, including to the acquisition, improvement, maintenance, preservation, and encumbrance of their assets, and that the Misappropriated Funds and their proceeds can be traced into those assets.

55. In or about July 2022, Mr. Stewart acquired, for a declared value of $1,400,000, the land and premises at 1238 Rockcress Drive, Kamloops, British Columbia, legally described as:

> PID 028-532-554
> LOT 16 SECTION 2 TOWNSHIP 20 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS
> DIVISION YALE DISTRICT PLAN KAP91909
> (the "**Residence**").

56. Mr. Stewart financed the acquisition of the Residence in part by two mortgages registered on the same day: mortgage CB41215, in the principal amount of $697,300, now held by Canadian Western Trust Company and Olympia Trust Company, and mortgage CB41216, in the principal amount of $302,700, held by 0752063 B.C. Ltd. Mr. Stewart lives at, and operates SMC from, the Residence.

57. Kam-MIC pleads that the defendants had begun to divert Kam-MIC's money before July 2022, and that Mr. Stewart applied Misappropriated Funds to the purchase price of the Residence, to the payments on the mortgages registered against it, and to its improvement, maintenance, and preservation. Kam-MIC claims a beneficial interest in the Residence, by way of constructive trust, to the extent of the Misappropriated Funds so applied and their proceeds, or alternatively an equitable charge or lien on the Residence in that amount.

58. While the Missing Interest and the Missing Mortgages were accumulating, Mr. Stewart sold two other properties: a strata lot at Sun Peaks, British Columbia (PID 030-462-401), sold on July 8, 2025 for a declared value of $1,190,476, and a second property (PID 028-117-573), sold on August 17, 2026, the date beside Mr. Stewart's signature

on the TD LOC Agreement, for a declared value of $480,000. Kam-MIC pleads that Misappropriated Funds were applied to those properties and can be traced into the proceeds of their sale.

59. The defendants' other known assets are the SMC Trust Account and SMC's other accounts at TD; Mr. Stewart's accounts at TD and at Valley First, a division of Tru Cooperative Bank; SMC's business, which SMC advertised as managing $40,000,000 to $45,000,000 of mortgages; and Mr. Stewart's 70,914 preferred shares of Kam-MIC.

60. A monetary judgment against the defendants will not adequately compensate Kam-MIC. SMC has no assets of value known to Kam-MIC other than the money in its accounts and its business. The Residence is Mr. Stewart's principal known asset, and it is encumbered by mortgages. The defendants obtained Kam-MIC's money by a sustained fraud and breach of trust that they concealed until the day the Directors confronted Mr. Stewart; Mr. Stewart sold two properties while the losses were mounting; SMC's website went offline within a day of the confrontation; and the defendants' money can be moved in hours. There is a real risk that, unless restrained, the defendants will dispose of or encumber their assets and dissipate the proceeds.

Loss and damage

61. As a result of the defendants' conduct, Kam-MIC has suffered loss and damage, including:

    (a) the Missing Mortgages, in an amount to be determined at trial and estimated at not less than $10,000,000;

    (b) the Missing Interest, in an amount to be determined at trial and estimated at not less than $3,000,000;

    (c) the return Kam-MIC would have earned on that money had SMC remitted it and Kam-MIC lent it in the ordinary course of its business;

    (d) the fees SMC deducted or was paid while in breach of its duties;

(e) the interest, fees, and charges Kam-MIC has paid and will pay to TD on the LOC, which Kam-MIC needed to draw on only because SMC did not remit Kam-MIC's money;

(f) dividends Kam-MIC declared and paid on earnings that the defendants reported and that Kam-MIC never received;

(g) the cost of investigating and reconstructing its affairs, of recovering its money and security, and of replacing SMC as its mortgage manager; and

(h) its exposure to claims by TD, its shareholders, and others.

Part 2: RELIEF SOUGHT

1. Against the defendants, jointly and severally, judgment in an amount to be determined at trial, as equitable compensation for breach of trust and breach of fiduciary duty or, alternatively, as damages for deceit, conversion, breach of contract, and negligence, or as restitution for unjust enrichment.

2. An order that the defendants account to Kam-MIC for all money and property received by either of them for or on account of Kam-MIC, or on or in respect of Kam-MIC's mortgages and loans, since January 1, 2014, including the proceeds of every repayment, payout, or discharge of a Kam-MIC mortgage, every loan made with Kam-MIC's money, and every fee or other amount SMC deducted or retained, and judgment for the amount found due on the accounting.

3. A declaration that SMC held and holds all money received on Kam-MIC's mortgages and loans, including the money in the SMC Trust Account, in trust for Kam-MIC, and an order that the defendants pay that money to Kam-MIC forthwith.

4. A declaration that every loan made with Kam-MIC's money, and every mortgage, promissory note, and other security taken for any such loan in the name of SMC, Mr. Stewart, or any other person, is held in trust for Kam-MIC, and an order that the defendants assign and deliver them to Kam-MIC.

5. A declaration that the defendants hold the Misappropriated Funds, in whatever form they now exist, in trust for Kam-MIC; an order that Kam-MIC is entitled to trace the

Misappropriated Funds into any asset acquired, improved, maintained, preserved, or encumbered with them, including the Residence and the proceeds of sale of the properties described in paragraph 58 of Part 1; a declaration that Mr. Stewart holds his interest in the Residence in trust for Kam-MIC or, alternatively, that Kam-MIC has an equitable charge or lien on the Residence, to the extent of the Misappropriated Funds traced into it; and an accounting and disgorgement of all proceeds.

6. Against Mr. Stewart, judgment for equitable compensation or damages for breach of his fiduciary and statutory duties as a director of Kam-MIC, and for knowing assistance in, and knowing receipt of the proceeds of, SMC's breaches of trust; and an order under ss. 148 and 150 of the *Business Corporations Act* that he account to Kam-MIC for every profit that accrued to him under or as a result of the Service Agreement and its extension.

7. Against SMC, damages for breach of the Service Agreement; a declaration that SMC repudiated the Service Agreement and that Kam-MIC has validly terminated it; and an order that the defendants deliver up to Kam-MIC all trust money and all books, records, files, loan-servicing data, and other documents relating to Kam-MIC and its mortgages and loans.

8. An order that the defendants disgorge and repay all fees and other benefits received from or at the expense of Kam-MIC during the period of their breaches, in an amount to be determined at trial.

9. A declaration that the debts and liabilities of the defendants to Kam-MIC arise out of fraud, embezzlement, misappropriation, or defalcation while acting in a fiduciary capacity, and out of obtaining property by false pretences or fraudulent misrepresentation, within the meaning of s. 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and that the money and property the defendants hold in trust for Kam-MIC is not property divisible among their creditors.

10. A declaration that Kam-MIC is entitled to set off the amounts found due to it in this action against any amount claimed by either defendant, including any dividend, redemption proceeds, or other amount in respect of Mr. Stewart's preferred shares and any fees or other amounts claimed by SMC.

11. Interim and interlocutory injunctions restraining the defendants from disposing of, encumbering, removing from British Columbia, or otherwise dealing with their assets, including the Residence, the SMC Trust Account, and the proceeds of sale of the properties described in paragraph 58 of Part 1, pending judgment; orders requiring the defendants to disclose their assets and to account for Kam-MIC's mortgages and loans; orders for the preservation of the money collected on Kam-MIC's mortgages and loans and of the defendants' records; and orders requiring the defendants and third parties, including their financial institutions, to preserve and produce records that will permit Kam-MIC to trace its money.

12. A certificate of pending litigation against the Residence.

13. Punitive damages.

14. Interest under the *Court Order Interest Act*, R.S.B.C. 1996, c. 79.

15. Special costs or, alternatively, costs.

16. Such further and other relief as this Court considers just.

Part 3: LEGAL BASIS

Breach of trust

1. SMC received the money paid on Kam-MIC's mortgages and loans, and held Kam-MIC's mortgages and security, as Kam-MIC's agent, on the express terms of ss. 3.01 and 5.01(3) of the Service Agreement that it hold them in trust for Kam-MIC in separate accounts and pay the money to Kam-MIC. SMC was a trustee of that money and security. By failing to remit the Missing Interest and the proceeds of the Missing Mortgages, by applying them to its own purposes and to those of Mr. Stewart, by discharging or permitting the discharge of Kam-MIC's mortgages without authority, by deducting fees from trust money, and by failing to account, SMC breached its trust. SMC is liable to restore the trust property or to pay equitable compensation for its full value, assessed with the benefit of hindsight and without regard to foreseeability or remoteness.

2. A trustee that cannot account for trust property is liable for its value. The burden of accounting for the money and security entrusted to SMC lies on the defendants.

Breach of fiduciary duty

3. SMC owed Kam-MIC the fiduciary duties pleaded in paragraph 11 of Part 1. Mr. Stewart owed Kam-MIC the duties pleaded in paragraph 12 of Part 1, under s. 142(1) of the *Business Corporations Act* and in equity, as a director and the managing director of Kam-MIC and as the directing mind of its agent.

4. The defendants breached those duties by failing to remit and account for Kam-MIC's money; by discharging, or permitting the discharge of, Kam-MIC's mortgages without its knowledge or authority and without remitting the proceeds; by making, or failing to secure and report, loans of Kam-MIC's money without the Directors' approval; by delivering the false Representations; by withholding the reports the Service Agreement requires; by concealing the state of the LOC from the Directors; by causing Kam-MIC to deliver the false TD List and the forged TD LOC Agreement to its lender; by preferring their own interests to Kam-MIC's; and by concealing what they had done. Kam-MIC is entitled to equitable compensation for its loss, assessed with the full benefit of hindsight and without regard to foreseeability or remoteness, and to the disgorgement of all fees and other benefits the defendants received while in breach.

5. Mr. Stewart held a disclosable interest in the Service Agreement and its 2019 extension within the meaning of s. 147 of the *Business Corporations Act*. The Service Agreement was not approved in accordance with ss. 148(2) and 149 after disclosure of the nature and extent of that interest, and Mr. Stewart participated and voted in the decisions approving it. Under s. 148(1), Mr. Stewart is liable to account to Kam-MIC for every profit that accrued to him under or as a result of the Service Agreement. Alternatively, the Service Agreement, as Mr. Stewart caused SMC to perform it, was not fair and reasonable to Kam-MIC, and the Court should order under s. 150(2) that Mr. Stewart account for those profits.

Deceit and fraudulent misrepresentation

6. The defendants are liable in deceit. They made the Representations to Kam-MIC; the Representations were false; the defendants knew they were false or were reckless as to their truth; they intended Kam-MIC to act on them; Kam-MIC acted on them as pleaded in paragraph 26 of Part 1; and Kam-MIC suffered loss as a result. The particulars of the Representations, of their falsity, and of the defendants' knowledge are pleaded in Part 1.

7. Mr. Stewart is personally liable for his deceit even though he committed it as the director and officer of SMC and for its benefit. His knowledge, intent, and fraud, committed within the scope of his authority as SMC's directing mind, are attributable to SMC.

8. The measure of damages for deceit is the loss directly flowing from Kam-MIC's reliance on the Representations, including consequential loss, without regard to foreseeability.

Knowing assistance and knowing receipt

9. Mr. Stewart, with actual knowledge of, or recklessness or wilful blindness to, SMC's fraudulent and dishonest breaches of trust, participated in and assisted them, and is personally liable as a constructive trustee for the whole of Kam-MIC's loss.

10. To the extent Mr. Stewart received Kam-MIC's money or its proceeds, or it was applied to his benefit, with actual or constructive knowledge of the breaches of trust, he is liable as a constructive trustee for knowing receipt.

Conversion

11. The defendants converted Kam-MIC's money and its mortgage security to their own use.

Breach of contract

12. SMC breached the Service Agreement, including ss. 3.01, 3.02, 3.03, 3.04, 5.01(2), 5.01(3), 5.01(7), 6.01, 6.02, 6.04, 6.05, 7.01, 9.01, and 9.02. Its breaches went to the

root of the contract and amounted to its repudiation, which Kam-MIC has accepted. Kam-MIC is entitled to damages for breach of contract, to payment of all trust money, and to delivery up of its money, security, and records under s. 10.03(C). Under s. 11.07, no forbearance by Kam-MIC waived any breach.

Negligence

13. In the alternative, SMC owed Kam-MIC a duty of care, under s. 7.01 of the Service Agreement and at common law, to exercise the care, diligence, and skill of a reasonable, prudent mortgage manager in originating, securing, administering, collecting, and reporting on Kam-MIC's loans and in managing its bank accounts. SMC breached that duty by, among other things, failing to register or maintain security in Kam-MIC's name, failing to remit collections and payout proceeds, failing to report, failing to notify the Directors of arrears, and failing to keep and produce proper records. SMC is liable to Kam-MIC for the resulting loss under s. 8.01 of the Service Agreement and at common law. Mr. Stewart, who personally performed SMC's functions and personally directed the acts and omissions complained of, is liable with SMC.

Unjust enrichment, tracing, and constructive trust

14. The defendants have been enriched by the Misappropriated Funds, Kam-MIC has suffered a corresponding deprivation, and there is no juristic reason for the enrichment. Kam-MIC is entitled to restitution.

15. Kam-MIC is entitled to trace the Misappropriated Funds and their proceeds into the hands of the defendants and into any asset acquired, improved, maintained, preserved, or encumbered with them, and to a constructive trust over, or an equitable charge on, the traced assets, on the basis of the defendants' breaches of trust and fiduciary duty, their deceit, and their unjust enrichment. A constructive trust is the appropriate remedy because the Misappropriated Funds are substantially and directly linked to the Residence and to the other assets pleaded in Part 1, and because a monetary award against the defendants would be inadequate for the reasons pleaded in paragraph 60 of Part 1.

16. Kam-MIC claims an estate or interest in the Residence and is entitled to register a certificate of pending litigation against it under s. 215 of the *Land Title Act*, R.S.B.C. 1996, c. 250.

Limitation periods

17. Kam-MIC discovered its claims, within the meaning of s. 8 of the *Limitation Act*, no earlier than August 25, 2026. The defendants wilfully concealed the facts giving rise to the claims, and under s. 21(3) of the *Limitation Act* the acts and omissions on which the claims are based are deemed to have taken place on the day the claims were discovered. This action is brought within the limitation periods established by ss. 6 and 21 of the *Limitation Act*.

Fraud while acting in a fiduciary capacity

18. The defendants' liabilities to Kam-MIC arise out of fraud, embezzlement, misappropriation, or defalcation while acting in a fiduciary capacity, and out of obtaining property by false pretences and fraudulent misrepresentation. They are debts and liabilities that an order of discharge in bankruptcy does not release, under s. 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, and the money and property the defendants hold in trust for Kam-MIC is not divisible among their creditors, under s. 67(1)(a) of that Act.

Set-off

19. Kam-MIC is entitled, at law and in equity, to set off the amounts due to it against any amount claimed by either defendant, including any dividend, redemption proceeds, or other amount in respect of Mr. Stewart's preferred shares and any fees or other amounts claimed by SMC.

Injunctions and ancillary relief

20. Kam-MIC is entitled to a *Mareva* injunction; to orders for the disclosure and preservation of the defendants' assets and records; to an order preserving the money collected on its mortgages and loans, in which it claims a proprietary interest; and to *Norwich Pharmacal* relief against the defendants' financial institutions, under s. 39 of

the *Law and Equity Act*, R.S.B.C. 1996, c. 253, Rules 8-5, 10-1, and 10-4 of the *Supreme Court Civil Rules*, and the inherent jurisdiction of the Court.

Punitive damages and special costs

21. The defendants' conduct was deliberate, sustained over years, concealed by false reports and a forged signature, and profitable to them. A fiduciary and a director committed it against a company whose capital belongs to private investors, many of them investing through their retirement plans. It is a marked departure from ordinary standards of decent behaviour and warrants an award of punitive damages.

22. The defendants' fraud and breach of trust are reprehensible conduct deserving of rebuke and warrant an award of special costs.

Statutes

23. Kam-MIC relies on the *Business Corporations Act*, S.B.C. 2002, c. 57, ss. 142 and 147 to 150; the *Limitation Act*, S.B.C. 2012, c. 13; the *Law and Equity Act*, R.S.B.C. 1996, c. 253; the *Land Title Act*, R.S.B.C. 1996, c. 250; the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; and the *Supreme Court Civil Rules*, B.C. Reg. 168/2009.

Date: September 23, 2026

Signature of Yarden D. Gershony
Lawyer for the plaintiff

Plaintiff's address for service:	Rush Ihas Hardwick LLP, Suite 200 – 591 Bernard Avenue, Kelowna, British Columbia, V1Y 6N9
Fax number address for service:	N/A
E-mail address for service (if any):	ygershony@rihlaw.com with a copy to llevinski@rihlaw.com
Place of trial:	Kelowna, British Columbia
The address of the registry is:	1355 Water Street, Kelowna, British Columbia, V1Y 9R3

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

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The plaintiff, a mortgage investment corporation, claims against its mortgage manager and the manager's principal, who is also one of the plaintiff's directors, for breach of trust, breach of fiduciary duty, deceit, conversion, breach of contract, negligence, and unjust enrichment, in respect of loans reported to the plaintiff as current mortgages but not registered in its name, and interest collected on its mortgage portfolio and not remitted to it, estimated together at approximately $13,000,000, concealed by false portfolio reports and financial statements and by a forged signature on the plaintiff's bank documents. The plaintiff also claims an accounting, tracing and constructive trust remedies, a certificate of pending litigation, injunctive relief, disgorgement of fees, and punitive damages.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

[ ] a motor vehicle accident

[ ] medical malpractice

[ ] another cause

A dispute concerning:

[ ] contaminated sites

[ ] construction defects

[X] real property (real estate)

[ ] personal property

[X] the provision of goods or services or other general commercial matters

[ ] investment losses

[ ] the lending of money

[ ] an employment relationship

[ ] a will or other issues concerning the probate of an estate

[ ] a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[ ] a class action

[ ] maritime law

[ ] aboriginal law

[ ] constitutional law

[ ] conflict of laws

[X] none of the above

[ ] do not know

Part 4:

Court Order Interest Act, R.S.B.C. 1996, c. 79

Law and Equity Act, R.S.B.C. 1996, c. 253, s. 39

Land Title Act, R.S.B.C. 1996, c. 250, s. 215

Business Corporations Act, S.B.C. 2002, c. 57, ss. 142 and 147 to 150

Limitation Act, S.B.C. 2012, c. 13, ss. 6, 8, and 21

Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, ss. 67 and 178

Supreme Court Civil Rules, B.C. Reg. 168/2009, Rules 8-5, 10-1, and 10-4

This is Exhibit "B" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 27th day of October 2026.

A Commissioner for taking Affidavits within British Columbia

KELOWNA
SEP 23 2026
REGISTRY

FORCE FILED
Date 23 Sep 2026

Court File No. 148504
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and
STEWART MORTGAGE CORP.

DEFENDANTS

NOTICE OF APPLICATION – WITHOUT NOTICE

(Without notice — Rule 8-5(6))

Name of applicant: Kam-Mic Investment Corp. ("**Kam-MIC**" or the "**Plaintiff**")

To: Jamie John Paton Stewart and Stewart Mortgage Corp. (together, the "**Defendants**"); and

The Toronto-Dominion Bank; Tru Cooperative Bank, including its division Valley First; Canadian Western Trust Company; Olympia Trust Company; 0752063 B.C. Ltd.; and Computershare Trust Company of Canada (together, the "**Financial Institutions**"), as persons affected by the Norwich order sought

A WITHOUT NOTICE application will be made by the applicant to the presiding judge at the courthouse at 1355 Water Street, Kelowna, British Columbia, on September 24, 2026, at ~~9:45 a.m.~~ 3:15 pm., without notice to the persons to whom this notice is addressed, for the orders set out in Part 1 below.

Part 1: ORDER(S) SOUGHT

1. The orders set out in **Schedule "A"** to this notice of application, in the form of the draft order attached as **Schedule "B"** (the "**Draft Order**").

Part 2: FACTUAL BASIS

1. Since 2013, Kam-MIC has entrusted its mortgage business, and its investors' capital, to the Defendants, Stewart Mortgage Corp. ("**SMC**") and its principal, Jamie Stewart. In the past month, Kam-MIC's other directors have learned that 26 of the 39 loans Mr. Stewart reported as current have no registered mortgage, that 11 of them appear never to have existed, and that about $13 million cannot be accounted for.

The parties

2. Kam-MIC is a British Columbia mortgage investment corporation that lends on mortgages mainly in the Thompson, Shuswap, and Okanagan regions. Its capital comes from 47 private investors, many investing through retirement plans, who hold 11,466,311 redeemable preferred shares. It has no employees or office. Its directors are Gary Mirtle, Brett Mirtle, Edward Ovington, and Darren Ovington (the "**Directors**")—and Mr. Stewart, who is also a director and a shareholder.

3. SMC is a mortgage manager founded in 1982 by Mr. Stewart's late father. Mr. Stewart, the defendant, has run it since his father's death in December 2013. Mr. Stewart is SMC's sole director and president. He works from his home at 1238 Rockcress Drive, Kamloops (the "**Residence**").

> Ovington #1, paras. 5–11, 77, Exs. "A" and "B" [Kam-MIC's and SMC's history and corporate summaries; the Residence]

How the business worked

4. Under a written service agreement dated March 19, 2014 (the "**Service Agreement**"), SMC is Kam-MIC's sole agent. SMC must hold all money it receives, and the mortgages, "in trust for" Kam-MIC; deposit the funds it collects into Kam-MIC's bank account; act honestly and in good faith; and, on termination, turn over all trust money and records. The term expired on September 30, 2024, but both sides kept performing the agreement.

> Ovington #1, paras. 14–16, Ex. "C", ss. 3.01, 5.01(3), 7.01, 10.03(C) [Service Agreement and key terms]

5. Kam-MIC historically funded each loan by cheque from its account at The Toronto-Dominion Bank ("**TD**") (the "**Kam-MIC Account**") to conveyancing solicitors in trust, who registered the mortgage in Kam-MIC's name. Borrowers paid interest into SMC's trust account at TD (the "**SMC Trust Account**"), and SMC remitted it, net of its management fees, to the Kam-MIC Account. The Directors had no access to SMC's records or the SMC Trust Account and relied on Mr. Stewart's reports.

> Ovington #1, paras. 12, 17–24 [how the business worked]

6. Kam-MIC's financial statements for fiscal 2025, which Mr. Stewart approved for the board, report mortgages receivable of about $13.9 million and interest revenue of $1,363,702. On May 15, 2026, Mr. Stewart sent the Directors a portfolio summary for April 2026 (the "**April 2026 Portfolio**") listing 39 loans, all current, totalling $14,030,090.01, at 10% to 16% interest. At 10%, those loans should yield about $116,900 a month.

> Ovington #1, paras. 27–29, 45, Exs. "D" [2025 financial statement]; "E" [emails re April 2026 Portfolio] and "F" [April 2026 Portfolio]

TD raises the alarm

7. Kam-MIC has a $2 million line of credit with TD, repayable on demand (the "**LOC**"), which Mr. Stewart managed. Its balance rose from $575,000 in August 2024 to about $2 million in December 2025 and stayed near that limit through most of 2026. On August 25, 2026, TD told Darren Ovington that Mr. Stewart had not responded to TD for months, and that only after TD threatened to cancel the LOC did Mr. Stewart deliver to TD, on August 24, 2026, a signed letter agreement (the "TD LOC Agreement") and a mortgage listing (the "**TD List**"). To Mr. Ovington's knowledge, no Director had been told about any of this.

> Ovington #1, paras. 30–35, Exs. "G" [TD's contact with Darren Ovington]; "H" [Ovington listing of escalating LOC balances]; "I" [TD LOC Agreement] and "J" [TD List]

8. The TD LOC Agreement bears Mr. Stewart's signature dated August 17, 2026, and a second signature dated August 24, 2026 above the words "Gary Mirtle – Director". Mr. Mirtle did not sign it and had never seen it. He believes Mr. Stewart copied his signature from another document.

> Affidavit #1 of Gary Wayne Mirtle made September 22, 2026 ("**Mirtle #1**"), paras. 3–7, Ex. "A" [the TD LOC Agreement, bearing the disputed signature at p. 7]

9. The TD List does not match the April 2026 Portfolio that Mr. Stewart provided to Kam-MIC's board. It gives the same mortgage registration numbers (CA6882345 and CA6882346) to two different loans on two different properties. It shows 2713 Beachmount, Kamloops securing a $400,000 loan to "Kamloops Heating & Air"; the April 2026 Portfolio shows a $400,000 loan to "Kampan Developments Ltd." on the same property.

> Ovington #1, para. 37, Exs. "F" [April 2026 Portfolio] and "J" [TD List]

The Missing Mortgages and the Missing Interest

10. An August 31, 2026 search of all land title districts found only 16 mortgages registered in Kam-MIC's name (the "**Existing Mortgages**"). Twenty-six of the 39 loans on the April 2026 Portfolio have no registered mortgage (the "**Missing Mortgages**"). About half appear to have been discharged; 11 appear never to have existed. No one told the Directors of any repayment, and Mr. Ovington has found no mortgage payout deposited to the Kam-MIC Account since August 2023. Mr. Stewart alone directed where payouts went.

> Ovington #1, paras. 19, 38–44, 52, 68, 72, Exs. "K" [LTSA printout]; "P" [Existing Mortgages] and "Q" [August 2026 Portfolio with highlights for 11 mortgages that never existed]

11. In fiscal 2021 to 2023, the Kam-MIC Account received $5,148,451 in deposits that Mr. Ovington attributes to SMC as net interest, about $143,000 a month. In fiscal 2024 to 2026, it received $1,970,603, about $54,700 a month. Mr. Ovington estimates the shortfall at over $3 million (the "**Missing Interest**"). In fiscal 2025, when Mr. Stewart's financial statements reported $1,363,702 of interest revenue, the Kam-MIC Account received only $107,251.33 (other than LOC advances).

> Ovington #1, paras. 48–51, Ex. "D" [2025 financial statements: $1,363,702 interest revenue: statement of earnings and deficit]; Ex. "L" [Mr. Ovington's journal of Kam-MIC Account: $107,251.33 actual income: p. 16]

September 10, 2026 and after

12. On the morning of September 10, 2026, Mr. Stewart sent the Directors an August 2026 portfolio summary (the "**August 2026 Portfolio**") showing the same 39 loans, all current, totalling $14,028,378.30. At the Directors' meeting that day at Moxie's restaurant in Kamloops, the Directors confronted him. He neither admitted nor denied anything ("Yah, yah, I know, I know"); said the Missing Interest had been "loaned out"; said he needed to talk to a lawyer, and left abruptly before his lunch arrived. He has not spoken to any Director since.

> Ovington #1, paras. 53–59, Ex. "M" [August 2026 Portfolio]

13. The Directors removed Mr. Stewart's signing authority at TD on September 10 and 11. SMC's website went offline by the morning of September 12. On September 14, Kam-MIC's corporate solicitors demanded that SMC's solicitors, Cates Ford Soll & Epp LLP, preserve records and funds. On September 15, Cates Ford said Mr. Stewart had consented to the release of Kam-MIC's records, but none had arrived by September 22. Edward Ovington reported the matter to the RCMP on September 18.

Ovington #1, paras. 60–64, 67, 82(e), Exs. "N" [TD Bank emails removing access for Mr. Stewart] and "O" [Letter of direction removing Mr. Stewart]

The Defendants' assets

14. Mr. Stewart bought the Residence in mid-2022 for a declared $1.4 million, borrowing $1 million on two private mortgages registered the same day: $697,300 (No. CB41215), held by Canadian Western Trust Company and Olympia Trust Company for several self-directed plans, and $302,700 (No. CB41216) held by 0752063 B.C. Ltd.

Ovington #1, para. 77, Ex. "R" [title and the two mortgages on the Residence]

15. Mr. Stewart also sold two properties while the losses were occurring: a Sun Peaks strata unit, which Mr. Stewart sold on July 8, 2025, and a second property (PID 028-117-573), transferred on August 17, 2026—the very date beside his signature on the TD LOC Agreement.

Ovington #1, para. 78, Exs. "S" [Sun Peaks historical condo title and mortgage] and "T" [historical title and mortgage for the second property]

16. The Defendants' other known assets are SMC's accounts at TD, including the SMC Trust Account; Mr. Stewart's accounts at TD and Valley First; SMC's business, which claimed $40 million to $45 million of mortgages under management; and Mr. Stewart's 70,914 preferred shares of Kam-MIC.

Ovington #1, paras. 79–81

Kam-MIC's position and its undertaking

17. Kam-MIC has no cash of significance ($4,551.44 on August 31, 2026) and owes TD over $1.9 million on demand. Its other assets are the Existing Mortgages, which appear to comprise about $4 million, and its claims against the Defendants. It gives the undertakings in Schedule "A" to the Draft Order, but its ability to pay damages is limited to those assets. TD may demand repayment of the LOC once served.

Ovington #1, paras. 76, 85–91

Full and frank disclosure

18. Kam-MIC draws the following to the Court's attention:

(a) The loss figures are estimates. The "Missing Mortgages" figure uses Mr. Stewart's reported balances. The "Missing Interest" treats every deposit from SMC into the Kam-MIC account as interest, although some were lump sums

paid straight onto the LOC (for example, $519,764.43 on October 7, 2025). Mr. Stewart may say he re-lent payouts or interest (Ovington #1, paras. 57, 70–74).

(b) The Service Agreement gave the Directors the right to approve each loan in advance and sole responsibility for approving loans, and reporting had been sporadic since 2020. Mr. Stewart may say the Directors should have caught the problem sooner (Ovington #1, para. 26).

(c) The SMC Trust Account may hold money of SMC's other clients, if any other clients exist; the Draft Order lets SMC pay them on notice (Ovington #1, para. 81).

(d) Mr. Stewart may claim fees, dividends, or redemption proceeds, which Kam-MIC intends to set off (Ovington #1, para. 92(a)).

Departures from the Model Order

19. The Draft Order follows the Model Order for Preservation of Assets. As Practice Direction PD-47 requires, Kam-MIC provides a blackline showing every departure, explained in Part 3.

Part 3: LEGAL BASIS

20. Kam-MIC relies on s. 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253; Rules 8-5(6) to (8), 10-1(1), and 10-4(3) and (5) of the *Supreme Court Civil Rules*; Practice Direction PD-47; and the Court's inherent jurisdiction.

The Mareva test

21. A Mareva injunction is an exception, recognized in cases of fraud, to the rule against pre-judgment security. The applicant must show a strong prima facie or good arguable case. The Court then balances the parties' interests, including whether the defendant has exigible assets and whether there is a real risk that the defendant will dispose of or dissipate them so as to impede enforcement.

> *Kepis & Pobe Financial Group Inc. v. Timis Corporation*, 2018 BCCA 420 at paras. 5–6, 18 [fraud is a recognized exception to the rule against pre-judgment security; British Columbia's two-part test]

A strong prima facie case

22. **Breach of trust and fiduciary duty.** The Service Agreement makes SMC a trustee, not a debtor, of the money it collects and of the mortgages. SMC cannot account for 26 of the 39 loans it reported, for potentially $3 million of interest, or for the proceeds

of a number of discharged mortgages. Mr. Stewart is also, as noted, a director of Kam-MIC, and therefore is a fiduciary of the company. Both SMC and Mr. Stewart are in breach of trust and fiduciary duty, and are liable for damages and to account to Kam-MIC for defalcation of funds.

23. **Fraud.** Civil fraud requires a false representation by the defendant, some level of knowledge of its falsehood (including recklessness), that the representation caused the plaintiff to act, and resulting loss.

> *Bruno Appliance and Furniture, Inc. v. Hryniak*, 2014 SCC 8 at para. 21 [the four elements of civil fraud]

24. Mr. Stewart's fiscal 2025 financial statements—and the years of financial statements before then—represented that Kam-MIC owned about $13.9 million of secured, performing loans. Mr. Stewart made similar representations in the April 2026 portfolio, the August 2026 portfolio, and the TD List. Having administered every loan and directed every payout, Mr. Stewart knew which loans had been repaid and which never existed. Kam-MIC relied on Mr. Stewart's financial reporting: it kept SMC as its agent, paid its fees, and kept funding new loans through it. Its loss is about $13 million.

25. **Mr. Stewart personally.** Mr. Stewart made the false reports himself. As SMC's sole director who controlled the money, he is also liable for SMC's breach of trust as a knowing assistant—recklessness or wilful blindness is enough. The apparent forgery, the irreconcilable TD List, and his response on September 10 all point to actual knowledge.

> *Air Canada v. M & L Travel Ltd.*, [1993] 3 S.C.R. 787 at 811–812 [a stranger who knowingly assists a trustee's dishonest breach of trust is liable; recklessness or wilful blindness suffices]

A real risk of dissipation

26. Where a serious fraud involves a substantial, concealed taking, the Court may infer a real risk of dissipation from the evidence that makes out the strong prima facie case.

> *Insurance Corporation of British Columbia v. Patko*, 2008 BCCA 65 at paras. 28, 31 [the inference of risk from a substantial, concealed fraud]

27. The inference is strong here. The taking is about $13 million, substantially all of the investors' capital, and Mr. Stewart was still concealing it on the morning of September 10, at the Moxie's meeting. The evidence also goes beyond inference: (a) Mr. Stewart sold two properties as the losses mounted, the second on the date beside his signature on the TD LOC Agreement; (b) he gave TD a signature Mr. Mirtle did not make; (c) SMC's website went offline about a day after the confrontation; and (d) the Defendants' money can be moved in hours.

The balance of justice and convenience

28. The order will bite on the Residence, the Defendants' accounts, SMC's business, Mr. Stewart's shares, and any unspent proceeds of the two property sales described above. The $13 million threshold (set out in the Draft Order) matches the sworn evidence of the amount unaccounted for, which far exceeds the known assets, so the claim bears a reasonable relation to the value of what will be preserved in the Mareva order. The realistic prospect that a judgment will go unpaid—a significant possibility here—is irreparable harm.

> *Tracy v. Instaloans Financial Solutions Centres (B.C.) Ltd.*, 2007 BCCA 481 at paras. 56, 60–61 [the claim must bear some relation to the assets frozen; the risk of non-recovery is irreparable harm]

29. The Draft Order limits prejudice to the Defendants. It (a) allows Mr. Stewart $5,000 a month for living expenses and $25,000 for legal fees (initially, subject to further order), (b) lets SMC carry on business and pay its other clients on notice, and (c) permits renewal of the Residence mortgages. Much of what the Draft Order preserves is money SMC was required to hold in trust anyway, under the Service Agreement. Anyone affected may apply under Rule 8-5(8) to vary it on three days' notice. The application returns on November 30, 2026. Kam-MIC gives the undertaking as to damages under Rule 10-4(5) and undertakes to prosecute the action diligently.

> *Tracy* at para. 76 [the expected duration of a Mareva injunction should be addressed before it is made]

The Disclosure Order and the accounting

30. A "listing affidavit" (as set out in the Draft Order) serves to enforce a Mareva injunction and ensure compliance by requiring the Defendants to serve a list of their assets on the plaintiff/applicant. Apparent misappropriation on this scale justifies this order. There is relatively little burden placed on the Defendants in preparing a listing affidavit: the required disclosure covers only what SMC already owes Kam-MIC as its trustee and agent—a report on the money it collected and the loans it administered. Only the Defendants know what happened to each loan.

> *Tracy* at paras. 74–75 [listing affidavits, ordered in British Columbia since *Sekisui*, serve to enforce the injunction and ensure compliance]

The Norwich order

31. The Court may make a Norwich order to trace funds and to give effect to a Mareva injunction. It considers (a) whether the applicant has a bona fide claim; (b) whether the third party is somehow tied into the apparent fraud; (c) whether a third-party production order is the only practicable source of the information; (d) whether the third

party can be indemnified for its costs; and (e) whether the interests of justice favour disclosure. This Court has made such orders against banks without notice, alongside a Mareva injunction.

> *Musson Cattell Mackey Partnership Architects Designers Planners v. Maki*, 2014 BCSC 2439 at paras. 1, 17, 22–23 [Norwich order against banks, without notice, to trace funds and give effect to a Mareva injunction]

32. Here, each factor is met. The claim is strong. TD holds the SMC Trust Account, into which borrowers paid Kam-MIC's interest; TD and Valley First hold the Defendants' other accounts; and the mortgagees financed the Residence or held mortgages on the two properties Mr. Stewart sold, so their records will show where money came from and went. Mr. Stewart has explained nothing, so they are the only practicable source. Kam-MIC will pay their costs. The period for production of records starts on June 1, 2022, just before the Residence purchase.

> Ovington #1, paras. 59, 77–80, 83–84, 88

Preservation orders and service

33. Under Rule 10-1(1), the Court may preserve property that is the subject of a proceeding on a lower threshold than for a Mareva injunction: a claim to a proprietary interest, some evidence that the property is at risk, a substantial question to be decided, and a favourable balance of convenience. Here, SMC collects money on Kam-MIC's loans as Kam-MIC's agent and trustee—this arrangement provides Kam-MIC with a direct proprietary claim to the misappropriated funds and their proceeds.

> *Kepis & Pobe* at paras. 21–24 [the four-part Rule 10-1 test and its lower threshold]

34. Rule 8-5(7) requires prompt service of an order made without notice. Because Mr. Stewart has not spoken to any Director since September 10, the Draft Order permits service on him by leaving the documents at the Residence, where he still lives.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Darren Michael Ovington, made September 22, 2026.

2. Affidavit #1 of Gary Wayne Mirtle, made September 22, 2026.

3. The notice of civil claim filed in this proceeding.

4. The blackline of the Draft Order against the Model Order for Preservation of Assets.

The applicant estimates that the application will take **1 hour.**

This matter is not within the jurisdiction of an associate judge.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9–7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9–7, any notice that you are required to give under Rule 9–7(9).

Date: September 23, 2026

Signature of YARDEN D. GERSHONY
lawyer for the applicant

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ Part 1 of this notice of application

☐ with the following variations and additional terms:

_____

_____

_____

_____

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

☐ discovery: comply with demand for documents

☐ discovery: production of additional documents

☐ other matters concerning document discovery

☐ extend oral discovery

☐ other matter concerning oral discovery

☐ amend pleadings

☐ add/change parties

☐ summary judgment

☐ summary trial

☐ service

☐ mediation

☐ adjournments

☐ proceedings at trial

☐ case plan orders: amend

☐ case plan orders: other

☐ experts

☑ none of the above

SCHEDULE "A" — ORDERS SOUGHT

1. An interim injunction (a Mareva injunction) restraining each Defendant from removing from British Columbia or in any way disposing of, dealing with, or diminishing the value of any of that Defendant's assets in British Columbia, including the Residence, the SMC Trust Account and the Defendants' other accounts, SMC's business, Mr. Stewart's shares in Kam-MIC, and the proceeds of Mr. Stewart's two property sales, unless assets having a fair market value of at least $13,000,000, net of all secured interests, remain in British Columbia (Draft Order, paras. 1–16).

2. An order that each Defendant deliver, within seven days of service, a sworn list of its assets, subject to the Model Order's safeguards (the "**Disclosure Order**"), and, within 14 days of service, a sworn accounting of each of the Kam-MIC Loans (as defined in the Draft Order) and of the money collected on them (Draft Order, paras. 17–21).

3. An order under Rule 10-1(1) that SMC pay all money collected on the Kam-MIC Loans to Kam-MIC's solicitors in trust within two business days of receipt, and that the Defendants preserve their records and list where they are kept (Draft Order, paras. 22–24).

4. An order in the nature of a Norwich Pharmacal order that the Financial Institutions produce, within ten days of service, the Defendants' account and mortgage records from June 1, 2022 (Draft Order, paras. 25–27).

5. An order that the Draft Order remain in force until **November 30, 2026** (the "**Return Date**"), when this application will return to Court, and that anyone affected may apply to vary or discharge it on three days' notice (Draft Order, paras. 6–9).

6. An order for service as set out in paragraph 29 of the Draft Order.

7. Costs of this application reserved to the Return Date.

8. Such further and other relief as this Court considers just.

SCHEDULE "B" — DRAFT ORDER

Court File No._____
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and
STEWART MORTGAGE CORP.

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MR./MADAM JUSTICE _____	)))	_____day, the ____ day of September, 2026

ON THE APPLICATION of the plaintiff made without notice, coming before me at Kelowna, British Columbia on this day, and on hearing Yarden D. Gershony, counsel for the plaintiff, no other party having been served, and on reading:

Affidavit #1 of Darren Michael Ovington and Affidavit #1 of Gary Wayne Mirtle, each made September 22, 2026;

AND ON the plaintiff having undertaken to comply with the terms of the undertaking set out in Schedule "A" to this Order, which among other things requires service of the notice set out in Schedule "B" to this Order;

THIS COURT ORDERS AND DIRECTS THAT:

Interpretation

In this Order, "the defendant" means each of the defendants, Jamie John Paton Stewart ("**Mr. Stewart**") and Stewart Mortgage Corp. ("**SMC**"), and "the **Kam-MIC Loans**" means every loan in which the plaintiff has or had an interest, including every loan listed in Exhibits "F" and "M" to Affidavit #1 of Darren Michael Ovington.

Freezing Order

1. Except as permitted by this Order, the defendant must not:

   (a) remove from British Columbia or in any way dispose of or deal with or diminish the value of any of his or its assets that are in British Columbia whether in his or its own name or not and whether solely or jointly owned unless assets having a fair market value of at least $13,000,000 net of all secured interests remain in British Columbia and are not dealt with, disposed of, or diminished in value;

   (b) This prohibition applies to all of the defendant's assets, and includes the following assets in particular:

      (i) real property described as 1238 Rockcress Drive, Kamloops, British Columbia, PID 028-532-554, Lot 16 Section 2 Township 20 Range 18 West of the 6th Meridian Kamloops Division Yale District Plan KAP91909 (the "**Residence**") or the net proceeds from the sale of the property if it has already been sold, but Mr. Stewart may renew the mortgages registered against the Residence under numbers CB41215 and CB41216 with the same mortgagees for the same or a lesser principal amount if he first gives the plaintiff's solicitor seven days' written notice;

      (ii) the property and assets of the defendant's business known as Stewart Mortgage Corp. or the net proceeds from the sale of the asset or assets if any of them have been sold;

      (iii) any money in the account numbered 7889-5249731 at The Toronto-Dominion Bank, 102 – 301 Victoria Street, Kamloops, British Columbia (transit 02760) (the "**SMC Trust Account**"), and in any other account at any financial institution in the name of the defendant or in which the defendant has an interest;

      (iv) the 70,914 preferred shares of the plaintiff registered in the name of Mr. Stewart, and any dividend or redemption proceeds payable on them; and

(v) any money held for the defendant or to the defendant's order by any lawyer, notary, or other person, including the net proceeds of Mr. Stewart's sales of the properties with PIDs 030-462-401 and 028-117-573.

2. If the total value of the defendant's assets in British Columbia, net of all secured interests, exceeds $13,000,000, the defendant may remove any of those assets from British Columbia or may dispose of or deal with them so long as the total net value of his or its assets still in British Columbia remains above $13,000,000.

Exceptions to this Order

3. This Order does not prohibit Mr. Stewart from spending up to $5,000 a month on ordinary living expenses and a total of $25,000 on legal advice and representation for both defendants (subject to further order of this Court). Before spending any money on living, business or legal expenses, the defendant must advise the plaintiff's solicitors in writing of the intended source of the funds.

4. This Order does not prohibit SMC from operating its business in the normal course, except that SMC (a) must not deal with money collected on the Kam-MIC Loans except as paragraph 22 requires; (b) must not pay, lend, or transfer money or other assets to Mr. Stewart or anyone related to or associated with him, except to fund the expenses permitted by paragraph 3; and (c) must not pay money it holds for any client other than the plaintiff without first giving the plaintiff's solicitor five business days' written notice of the client, the loan, and the amount.

5. The defendant may agree with the plaintiff that the above spending limits should be increased or that this Order should be relaxed in any other respect but any such agreement will be effective only if confirmed in writing and signed by all parties.

Duration of this Order

6. This Order will remain in force up to and including **November 30, 2026** (the "**Return Date**") unless before then it is varied or discharged by a further Order of this Court. The application in which this Order is made shall come back to the Court for further hearing on the Return Date.

7. This Order will cease to have effect if the defendant provides security by paying the sum of $13,000,000 into Court or makes provision for security in that sum by some other method agreed in writing with the plaintiff.

Variation or Discharge of this Order

8. Anyone affected by this Order may apply to the Court at any time to vary or discharge it, or to request that the plaintiff be required to post security for the undertaking, on giving no less than three days' notice to the plaintiff's solicitor of his or her intention to do so, but this Order will remain in force until further Order even if such an application is pending.

9. All applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:

   (a) urgent matters for which the Judge is not available; or

   (b) as otherwise directed by the Judge.

Third Parties

10. Except as permitted by this Order, no person or other legal entity with notice of this Order may deal with any bank or other accounts of the defendant (including money market, retirement savings plan accounts, investment certificates, treasury bills, and deposits) or with other assets of the defendant in his, her, or its possession or control.

11. No person or other legal entity with notice of this Order shall breach or permit a breach of this Order.

12. To the extent that any person or other legal entity holds assets of the defendant in excess of $13,000,000, that person or other legal entity is not restrained from dealing with that part of the assets held by that person or other legal entity which is in excess of $13,000,000.

13. The terms of this Order do not affect any person or legal entity outside the jurisdiction of this Court unless and until this Order is declared enforceable or is enforced by a Court in the relevant jurisdiction, except that this Order is enforceable as against a person or other legal entity who or which:

   (a) is the defendant or an officer or an agent of the defendant; or

   (b) is subject to the jurisdiction of this Court and has been given written notice of this Order.

14. This Order does not prevent any bank, financial institution or secured party from exercising any rights to claim interest, to levy service charges, to claim set off, to enforce security, or to enforce any other contractual right, arising from contracts made before being notified of this Order.

15. No bank or financial institution needs to enquire as to the application or proposed application of any money withdrawn by the defendant if the withdrawal appears to be permitted by this Order.

16. This Order binds every defendant and every other person who is subject to this Order and obtains notice of the Order, as of the time such defendant or person first receives notice of the Order, and whether or not such defendant or person has been served with a copy of the Order.

Disclosure Order

17. The defendant must, within seven days of service of this Order, provide the plaintiff's solicitor with a list (the "**Defendant's Asset List**"), verified by his or its affidavit setting out all of the defendant's assets as of the date of this Order whether in or outside British Columbia and whether in his or its own name or not and whether solely or jointly owned, and details of all such assets, including the nature of each asset, all identifying numbers and other identifying information, its exact location as of the date of this Order, and whether the asset is held in the defendant's name or jointly held with another person, or by another on his or its behalf.

18. If the defendant holds any assets over which he or it has no beneficial interest, that asset shall be included in the list, along with an indication that the asset is held in trust for others.

19. The plaintiff's solicitor shall not disclose the Defendant's Asset List or the information contained in it to any person (including the plaintiff) except for the purpose of this proceeding. Before making such disclosure, counsel shall obtain a written undertaking from the person to whom disclosure is to be made in the form attached to this Order as Schedule "C".

20. On or before **February 15, 2027**, or such later date as provided in a further order, the plaintiff's solicitor shall destroy all copies of the Defendant's Asset List received from the defendant and take reasonable steps to ensure that any copies released to anyone else are destroyed, except that the plaintiff is at liberty to file with the Court a sealed copy of the Defendant's Asset List, to be retained in the Court file so that it will be available on further court order.

Accounting for the Kam-MIC Loans

21. Within 14 days of service of this Order, the defendants must deliver to the plaintiff's solicitor an affidavit stating, for each of the Kam-MIC Loans, whether and when the plaintiff's money was advanced on it, in what amount, and to whom; whether it was repaid or discharged and, if so, when and for how much; and who received each repayment and what was done with it. The affidavit must also state the total money collected on the Kam-MIC Loans since June 1, 2022, how much of it was paid to the plaintiff, and what was done with the rest, and Mr. Stewart's affidavit must state what was done with the net proceeds of the sales referred to in paragraph 1(b)(v).

Trust Funds and Records

22. SMC must deposit every payment it receives on account of a Kam-MIC Loan to the SMC Trust Account, hold it in trust for the plaintiff, and, within two business days of receipt, pay it to the plaintiff's solicitors, Rush Ihas Hardwick LLP, in trust, with a statement of the borrower, the loan, the amount, and the date received. Neither defendant may otherwise deal with any such payment, or with any money in the SMC Trust Account collected on a Kam-MIC Loan. The plaintiff may direct borrowers to pay it directly.

23. The defendant must preserve, and must not destroy, alter, delete, conceal, or remove from British Columbia, any document, electronic data, or device that records or relates to: (a) the Kam-MIC Loans, including loan files, mortgages, discharges, payout statements, and communications with borrowers, lawyers, notaries, and lenders; (b) money collected on the Kam-MIC Loans and what was done with it, including the records of the SMC Trust Account; (c) SMC's loan-servicing and accounting systems and every backup of them; (d) reports and financial information given to the plaintiff, its directors, its accountants, or The Toronto-Dominion Bank; and (e) the defendant's assets.

24. Within seven days of service of this Order, the defendant must deliver to the plaintiff's solicitor a list, verified by affidavit, of the places, accounts, devices, and cloud services where the documents and data described in paragraph 23 are kept.

Production of Records by Financial Institutions

25. Each of The Toronto-Dominion Bank; Tru Cooperative Bank, including its division Valley First; Canadian Western Trust Company; Olympia Trust Company; 0752063 B.C. Ltd.; and Computershare Trust Company of Canada (each a "Financial Institution") must, within ten days after service of this Order on it, produce to the plaintiff's solicitors, Rush Ihas Hardwick LLP, Suite 200 – 591 Bernard Avenue, Kelowna, British Columbia, the following records for the period from June 1, 2022 to

the date of production, for every account, mortgage, loan, or credit facility in the name of the defendant or in which the defendant has or had signing authority or an interest, including the SMC Trust Account:

(a) account opening documents, signature cards, and know-your-client information;

(b) account statements;

(c) for every deposit and withdrawal of $2,000 or more, the cancelled cheque (both sides), deposit slip, debit or credit voucher, and electronic funds transfer, e-Transfer, wire, or bill payment record, showing the payor or payee and the other account and institution;

(d) for the mortgages registered under numbers CB41215, CB41216, CA7197672, and CA4507735: the application and loan agreement, the payment history, the source account of each payment, each payout statement, the source of each payout, and each record showing to whom the loan proceeds were paid; and

(e) correspondence with the defendant **since January 1, 2026** about renewing, refinancing, increasing, or discharging any mortgage or loan, or closing or transferring any account.

26. The plaintiff shall pay each Financial Institution its reasonable costs of complying with this Order.

27. The plaintiff and its solicitors shall use the records produced under paragraph 25 only for the purposes of this proceeding, including tracing money collected on the Kam-MIC Loans and identifying and serving persons holding assets to which this Order applies.

28. [Deleted]

Service and Costs

29. The plaintiff may serve this Order, the notice of civil claim, the notice of application, and the affidavits on which this Order was made on Mr. Stewart personally or by leaving them at the Residence; on SMC by delivery to its registered office at 300 – 272 Victoria Street, Kamloops, British Columbia, or to the Residence; and on each Financial Institution by delivery to its branch of account, if known, or to its registered or head office, and such service is good and sufficient service.

30. Costs of this application are reserved to the Return Date.

31. Endorsement of this Order by counsel appearing on this application other than counsel for the plaintiff is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

_____

Signature of Yarden D. Gershony
Lawyer for the Plaintiff, Kam-Mic Investment Corp.

BY THE COURT

_____

Registrar

SCHEDULE "A" TO THE ORDER — UNDERTAKING OF THE PLAINTIFF

I, Darren Michael Ovington, a director of the plaintiff, Kam-Mic Investment Corp., declare as follows:

1. I have read the attached draft Order (the "**Order**").

2. I am authorized by Kam-Mic Investment Corp. to give its undertaking, and it does hereby undertake, to do the following:

   (a) to take reasonable steps to ensure service on the Defendants of a copy of the Notice of Civil Claim, the Order and every affidavit referred to in the Order, and a separate copy of the Notice to Defendants which is Schedule "B" to the Order;

   (b) to provide a copy of the Order to any person who the Plaintiff intends will be bound to honour the terms of the Order;

   (c) to abide by any Order the British Columbia Supreme Court may make as to damages in the event that this Court is of the opinion that the Defendants, or either of them, or any other person served with this Order has sustained damages by reason of this Order which the Plaintiff ought to pay;

   (d) to pay the reasonable costs of complying with the Order which are incurred by anyone, other than the Defendants, to whom or to which the Plaintiff provides a copy of this Order, including the reasonable costs of ascertaining whether that person or entity holds any of the Defendants' assets and the reasonable costs of the Financial Institutions in producing records under the Order;

   (e) to take all reasonable steps to notify, in writing, any person or entity which the Plaintiff serves with a copy of the Order of any changes to the Order that might affect that person, including any occurrence which results in the Order ceasing to have effect;

   (f) to hold the money paid to its solicitors under the Trust Funds Order in trust, to account for it on the Return Date, and to apply it only as the Court may direct;

   (g) to use the Defendants' Asset Lists and the records produced by the Financial Institutions only for the purposes of this proceeding and as permitted by the Order; and

   (h) to prosecute this action with reasonable diligence and to bring the application back before the Court on the Return Date.

3. I understand that if Kam-Mic Investment Corp. breaches this undertaking or the Order, it may be fined and I may be imprisoned or fined.

Dated September 22, 2026

Darren Michael Ovington,
for Kam-Mic Investment Corp.

Witness: _____

SCHEDULE "B" TO THE ORDER

IMPORTANT

NOTICE TO THE DEFENDANTS

1. The Order of Mr./Madam Justice _____ dated _____, 2026 (the "Order") prohibits you from dealing with your assets, including your home at 1238 Rockcress, Kamloops, unless assets worth at least the Threshold Amount stated in the Order, net of secured debt, remain in British Columbia. The Order is subject to the exceptions stated in the Order. You should read it all carefully.

2. The Order also requires you, within seven days, to deliver to the Plaintiff's lawyer a sworn list of your assets and a sworn list of where your business and banking records are kept, and to preserve those records.

3. You are entitled to seek legal advice from your own lawyer regarding the Order and the rights you may have. You are advised to consult a lawyer as soon as possible. You have a right to ask the Court to vary or discharge the Order.

4. If you disobey the Order you may be found guilty of contempt of court and you (and, in the case of About Face Interior Painting Inc., any of its directors) may be sent to prison or fined, or your assets may be seized.

5. The Order will be brought back before the Court on November 30, 2026 at 9:45 a.m. at the courthouse at 1355 Water Street, Kelowna. You will, at that time, have the opportunity to make submissions as to whether the Order should cease, be continued, or be modified. If you wish to submit evidence for that hearing, you must follow the Rules of Court in doing so. If you wish to be heard at that hearing, you must attend in Court at that time.

Dated: _____, 2026

I acknowledge receipt of a copy of this notice.

Acknowledged and delivered in the presence of:	)	_____
	)	Recipient:
_____	)	Name:
Witness Signature	)	Address:
Name:	)	
Address:	)	

SCHEDULE "C" TO THE ORDER — UNDERTAKING CONCERNING ASSET LISTS

1. I understand, agree and undertake to the Court that I will not disclose a Defendant's Asset List, or any information contained in that list, to anyone other than counsel for the Plaintiff in this action, or a person who is designated in writing by counsel and who signs a separate form of this undertaking and provides me with a signed and witnessed copy.

2. I agree and undertake to the Court that I will only use a Defendant's Asset List or the information contained in it for the purpose of this litigation and proceedings to execute on any order made in this litigation and for any purpose that is expressly permitted by a court order.

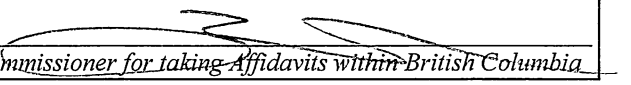
3. I understand, agree and undertake to the Court that I will destroy or return to the Plaintiff's counsel my copy of each Defendant's Asset List, and any other document that contains information derived from it, by February 15, 2027, or such later date expressly permitted by court order.

Dated September 22, 2026

Signed ~~Darren Michael Ovington~~,
for ~~Kam-Mic~~ Investment Corp.

Witness

This is Exhibit "C" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 27th day of October 2026.



A Commissioner for taking Affidavits within British Columbia



This is the 1st affidavit of
Darren Ovington in this case and
it was made on September 22, 2026

Court File No. 148504
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and

STEWART MORTGAGE CORP.

DEFENDANTS

AFFIDAVIT

I, Darren Michael Ovington, Chartered Professional Accountant, of 175 Mahood Place, in the City of Kamloops, in the Province of British Columbia, AFFIRM THAT:

1. I am a director of the plaintiff, Kam-Mic Investment Corp. ("**Kam-MIC**"), and as such I have personal knowledge of the matters deposed to in this affidavit, except where stated to be based on information and belief, and where so stated, I believe them to be true.

2. I make this affidavit in support of Kam-MIC's application, made without notice to the defendants, for a *Mareva* injunction freezing the assets of the defendants, Jamie John Paton Stewart and Stewart Mortgage Corp. ("**SMC**"); for orders requiring the defendants to disclose their assets and to account for Kam-MIC's loan assets and cash; for orders requiring the defendants' financial institutions to produce records that will let Kam-MIC trace its money; for an order preserving the defendants' records; and for the other orders set out in the notice of application.

3. I have been a director of Kam-MIC over ten years. I am a self-employed public accountant engaged in financial reporting and income tax preparation. I attend Kam-MIC's director meetings and receive the reports and information that Mr. Stewart presents to Kam-MIC's directors.

4. I am the director principally responsible for Kam-MIC's dealings in this proceeding. I am authorized by Kam-MIC's board of directors to make this affidavit and to give the undertakings set out in Schedule "A" to the draft order on behalf of Kam-MIC.

Kam-MIC and its business

5. Kam-MIC was incorporated in British Columbia in 1983. Kam-MIC is a mortgage investment corporation lending money on the security of mortgages of real property, mainly in the Thompson, Shuswap, and Okanagan regions. Attached hereto and marked as **Exhibit "A"** is Kam-MIC's corporate summary.

6. Kam-MIC's capital comes from currently 47 private investors who hold its non-voting preferred shares, redeemable at $1.00 per share, through multiple accounts. Many of those accounts are registered retirement plan accounts administered by trust companies.

7. Kam-MIC's fiscal year ends on August 31. Each year it declares its net earnings as a dividend and pays that dividend to the preferred shareholders, partly in cash and partly in additional shares. There are currently 11,466,311 preferred shares outstanding.

8. Kam-MIC has no employees and no office of its own. Kam-MIC's directors are Gary Mirtle, who is retired; his son Brett Mirtle, who is an appraiser and holds a mortgage broker's licence; my father Edward Ovington, who is a retired accountant; and me (the "**Directors**").

9. Mr. Stewart is also a director and a shareholder of Kam-MIC.

Kam-MIC entrusted its business to SMC and Mr. Stewart

10. SMC was founded by John Stewart, Mr. Stewart's late father, in 1982. Attached hereto and marked as **Exhibit "B"** is a corporate summary of SMC. Mr. Stewart has run SMC since John Stewart's death in December 2013. To my knowledge, Mr. Stewart is SMC's sole director and directing mind.

11. SMC purported to be a mortgage manager. It used to have an office at 207 – 310 Nicola Street, Kamloops, which Brett Mirtle, one of the Directors, shared for a time. Mr. Stewart sold that office about two years ago. Since then, Mr. Stewart has worked from his home.

12. Since John Stewart's death in 2013, Kam-MIC entrusted its mortgage business to SMC and Mr. Stewart. The Directors did not have any part in the day-to-day administration of Kam-MIC's mortgages, and Mr. Stewart has been the only person the Directors have dealt with at SMC about the mortgage portfolio.

13. The only other person I am aware of at SMC is Jamie Scerbo, who assisted Mr. Stewart. I have had no direct dealings with Ms. Scerbo.

The Service Agreement

14. Kam-MIC's relationship with SMC has been governed by a written service agreement dated March 19, 2014 (the "**Service Agreement**"). By a resolution of directors dated August 31, 2019, the term of the Service Agreement was extended to September 30, 2024. Attached hereto and marked as **Exhibit "C"** is a copy of the Service Agreement with the resolution appended to it.

15. The Service Agreement was not formally renewed after September 30, 2024, but both sides continued to perform it.

16. Under the Service Agreement, SMC is Kam-MIC's sole and exclusive agent for the origination, administration, and collection of its mortgage investments. In particular:

    (a) SMC holds all money, mortgages, and security in the course of the agency in trust for Kam-MIC in separate accounts (s. 3.01);

    (b) SMC collects all payments on Kam-MIC's mortgages in trust, holds them until they clear, and then deposits them to Kam-MIC's bank account (s. 5.01(3));

    (c) SMC is responsible for Kam-MIC's financial reporting and for arranging and administering its bank credit lines (s. 3.03);

    (d) SMC is to deliver quarterly statements and monthly arrears reports to the directors (ss. 6.01 and 6.02);

    (e) SMC must act honestly, in good faith, and in the best interests of Kam-MIC (s. 7.01);

    (f) SMC is paid a fee of 0.375% per quarter of Kam-MIC's average total assets (s. 9.01); and

    (g) on termination, SMC must deliver up to Kam-MIC all trust money and all of Kam-MIC's records (s. 10.03(C)).

How the business worked in practice

17. All or the large majority of Kam-MIC's mortgage loans are for a one-year term, and require interest-only payments from borrowers during the term, rather than payments of mixed interest and principal.

18. When a loan was approved, Kam-MIC historically funded it by a cheque drawn on Kam-MIC's operating account (the "**Kam-MIC Account**") at The Toronto-Dominion Bank ("**TD**"). The cheque would be payable to Kam-MIC's conveyancing solicitors in trust, who were, most recently (to my knowledge) Cates Ford Soll & Epp LLP. The lawyers then registered the mortgage in Kam-MIC's name in the Land Title Office.

19. More recently, based on my review of Kam-MIC's bank statements, it appears that Mr. Stewart was not instructing his solicitors to deposit the proceeds of mortgage repayments (at maturity or payout) in Kam-MIC's Account, as he should have. I do not know where Mr. Stewart was directing these repayments to be deposited. I address this further below.

20. Mortgage borrowers paid their interest payments to SMC's trust account at TD (the "**SMC Trust Account**"), with Kam-MIC designated as trustee of those funds. The borrowers did not make interest payments to Kam-MIC directly.

21. SMC remitted interest received from the SMC Trust Account, net of SMC's management fees, to the Kam-MIC Account.

22. Mr. Stewart dealt with Kam-MIC's bankers at TD on Kam-MIC's behalf.

23. Mr. Stewart supplied information to MNP LLP, Kam-MIC's accountants, who prepared Kam-MIC's annual review-engagement financial statements.

24. The Directors do not have access to SMC's loan-servicing records or to the SMC Trust Account. We relied on the mortgage portfolio provided by Mr. Stewart, and the annual financial statements provided by MNP LLP.

What Mr. Stewart reported to the Directors

25. Before the COVID pandemic, Mr. Stewart met the Directors and provided mortgage portfolio summaries regularly.

26. Since the start of the pandemic, the meetings and reporting became sporadic. I raised the concern with Mr. Stewart repeatedly, and he promised to improve. In or around September 2025, I told Mr. Stewart his reporting was deficient, and it could not go on like this anymore. Mr. Stewart did not improve.

27. The financial statement we received in January 2026 for 2025 fiscal year appeared to be largely in order. It shows a mortgage balance of $13,896,446, in line with what the Directors understood and expected. Attached hereto and marked as **Exhibit "D"** is a copy of the 2025 fiscal year financial statement dated August 31, 2025 (the "**2025 Financial Statement**"), prepared by MNP LLP, electronically signed by Mr. Stewart.

28. In May 2026, after repeated requests for an updated portfolio, Mr. Stewart provided to the Directors a portfolio summary for April 2026 (the "**April 2026 Portfolio**"). Attached hereto and marked as **Exhibit "E"** is a copy of my email exchange with Mr. Stewart dated May 5, 2026, May 11, 2026, and his email of May 15, 2026 to which the April 2026 Portfolio was attached. Attached hereto and marked as **Exhibit "F"** is the April 2026 Portfolio.

29. The April 2026 Portfolio listed the borrower, property address, balance, interest rate and maturity date, and whether the loan was current. It listed 39 current mortgages with aggregate balance of $14,030,090.01. This was consistent with Mr. Stewart's previous reports and the 2025 Financial Statement.

TD contacted the Directors

30. Kam-MIC has an operating line of credit with TD for the purpose of smoothing the cash flow. The limit is $2,000,000. The line of credit is repayable on demand and is secured by a general security agreement with Kam-MIC. Mr. Stewart dealt with TD about the line of credit on Kam-MIC's behalf.

31. On Friday, August 21, 2026, Sterling Raven of TD emailed me, asking to talk. I replied to Mr. Raven on Monday, August 24, 2026, inviting Mr. Raven to call me. Attached hereto and marked as **Exhibit "G"** is a copy of the emails between Mr. Raven and me in this regard.

32. Attached as **Exhibit "H"** is a spreadsheet I created from the TD line of credit statements, showing a run-up in the outstanding balance from August of 2024 ($575,000) to December of 2025 ($2 million).

33. Mr. Raven and I spoke on the phone on Tuesday, August 25, 2026. Mr. Raven told me the following on the phone, which I believe to be true.

    (a) Kam-MIC's line of credit was over its limit of $2,000,000 multiple times in 2026. Since January 2026, the balance owing has not moved below $1,990,000, and there had been no money coming in to pay down against it.

    (b) TD had been trying to contact Mr. Stewart, but he never responded. Given the growing concerns, on May 28, 2026, TD requested Mr. Stewart to provide a new agreement between TD and Kam-MIC regarding the line of credit.

    (c) Mr. Stewart continued to be unresponsive. Mr. Raven then informed Mr. Stewart that TD would have to cancel the line of credit.

    (d) This message appears to have gotten Mr. Stewart's attention. On August 24, 2026—the day before I spoke with Mr. Raven—Mr. Stewart delivered to TD an

executed letter of agreement (the "**TD LOC Agreement**"), and a mortgage portfolio report as requested by TD (the "**TD List**").

34. That was the first time I, or to my knowledge any of the Directors, had been told anything about the state of the line of credit.

35. Following the phone call on August 25, 2026, Mr. Raven provided me with a copy of the TD List on August 25, 2026 and the TD LOC Agreement on August 28, 2026. Attached hereto and marked as **Exhibit "I" and "J"** are copies of the TD LOC Agreement and the TD List.

36. On the TD LOC Agreement, the acceptance page bears two signatures on behalf of Kam-MIC: Mr. Stewart's and Gary Mirtle's. I showed the document to Mr. Mirtle. Mr. Mirtle told me, and I believe to be true, that his signature is a forgery.

The Missing Mortgages

37. I found many discrepancies between the TD List (the portfolio information Mr. Stewart recently gave to TD) and the April 2026 Portfolio (the portfolio information Mr. Stewart gave to us). Between these discrepancies, my conversation with Mr. Raven about the line of credit, and the apparent forgery of Mr. Mirtle's signature on the TD LOC Agreement, I became highly concerned over Mr. Stewart's conduct.

38. On Monday, August 31, 2026, Kam-MIC's solicitors obtained a search of all land title districts for charges registered in the name of Kam-Mic Investment Corp. I have received and reviewed all of those searches. Attached hereto and marked as **Exhibit "K"** is a copy of that name search.

39. The search returned 26 registered charges in Kam-MIC's name, including ten assignments of rents and 16 mortgages (the "**Existing Mortgages**").

40. Among them, three mortgages do not appear on any of the lists provided by Mr. Stewart. My presumption is that these mortgages have been paid out but, for unknown reasons, have not been discharged from the title. The remaining 13 mortgages are listed in Mr. Stewart's portfolios: 11 in the April 2026 Portfolio, and two in the TD List.

41. Compared to the 39 current mortgages reported in the April 2026 Portfolio, 26 mortgages are missing (the "**Missing Mortgages**").

42. As explained further below, I later discovered that among the 26 Missing Mortgages, approximately half appear to have existed in the past but have been discharged; 11 appear to have never existed.

43. I believe Mr. Stewart fabricated the Missing Mortgages that never existed.

44. For the Missing Mortgages that did exist, the Directors were never told that any of them had been repaid or paid out, and it appears that Kam-MIC never received the proceeds of any payout of them.

The Missing Interest

45. Each of the 39 loans listed in the April 2026 Portfolio is an interest-only loan with a one-year term. The stated interest rates range from ten to 16 percent. Even at ten percent, these loans should produce approximately $116,900 a month in interest.

46. Following my conversation with Mr. Raven, I began working with TD to take control over the finances. TD has since then cancelled all access under the names of Mr. Stewart and John Stewart (Mr. Stewart's deceased father).

47. The Directors had no access to the Kam-MIC Account. As noted, Mr. Stewart is also a director of Kam-MIC, and acted as its managing director; he had sole access to the Kam-MIC account.

48. At around the beginning of September 2026, I obtained an access card and online access to the Kam-MIC Account. I obtained monthly statements for the Kam-MIC Account from January 2020 to August 2026. I went through every statement and extracted every deposit to the Kam-MIC Account other than advances on Kam-MIC's line of credit. Attached hereto and marked as **Exhibit "L"** is a copy of my summaries of those deposits, by month and by fiscal year.

49. I discovered that in the 2021, 2022 and 2023 fiscal years, Kam-MIC received deposits from SMC of $5,148,451, an average of approximately $143,000 per month, which I believe reflected net interest payments on the mortgage loans. That is broadly consistent with the portfolios provided by Mr. Stewart and the financial statements prepared by MNP LLP.

50. From around September of 2023, the interest deposits dropped sharply and became sporadic. In the 2024, 2025 and 2026 fiscal years, Kam-MIC received deposits of $1,970,603 in total, an average of approximately $54,700 a month.

51. This shows a significant shortfall in interest income and is inconsistent with the portfolios and the financial statements. Based on the historical figures as described above, I estimate over $3 million of interest income in total missing, being $143,000 minus $54,700 for each month, for the last 36 months (the "**Missing Interest**").

52. Moreover, since August of 2023, I cannot find a single mortgage payout deposit entering Kam-MIC's account. As noted above, I do not know where these payouts went. Mr. Stewart had sole control over directing the proceeds of the payouts.

The meeting of September 10, 2026

53. Kam-MIC's annual directors' meeting was held on September 10, 2026, at Moxie's restaurant in Kamloops.

54. On the morning of September 10, 2026, Mr. Stewart provided to the Directors a copy of the mortgage portfolio summary for August 2026 (the "**August 2026 Portfolio**"). Attached hereto and marked as **Exhibit "M"** is a copy of the August 2026 Portfolio. Same as the April 2026 Portfolio, the August 2026 Portfolio listed 39 loans, each shown as current, with balances totaling $14,028,378.30—only $1,711.71 less than the April 2026 Portfolio.

55. However, by then, the Directors already knew about the Missing Interest and the Missing Mortgages.

56. Mr. Stewart attended the meeting with the Directors. During the meeting, the Directors confronted Mr. Stewart about the Missing Mortgages, the Missing Interest, and the apparently forged signature of Mr. Mirtle.

57. Mr. Stewart appeared surprised that TD had contacted the Directors. He neither admitted nor denied anything and said words to the effect of "Yah, yah, I know, I know." Mr. Stewart said the Missing Interest had been "loaned out". I challenged him on that response: if Mr. Stewart had loaned out the Missing Interest as principal advances, then the loan principal should have increased, but it had not.

58. Mr. Stewart offered no explanation about the Missing Interest or the Missing Mortgages. Mr. Stewart then said words to the effect of "I need to talk to a lawyer", and left the meeting before his lunch arrived.

59. Since this meeting and to date, Mr. Stewart has not offered any explanation, nor has he spoken to any of the Directors, despite receiving demands from Kam-MIC's solicitors.

Events after the September 10, 2026 meeting

60. Immediately following the meeting on September 10, 2026, the Directors instructed TD to remove Mr. Stewart's signing authority. Attached hereto and marked as **Exhibit "N"** is a copy of email exchange between Mr. Raven and myself in this regard.

61. On Friday, September 11, 2026, Edward Ovington and I signed and delivered to TD a letter of direction removing Mr. Stewart's signing authority on all of Kam-MIC's accounts and cancelling access, with a corporate resolution under which two of the Directors must sign. Attached hereto and marked as **Exhibit "O"** is a copy of this letter of direction.

62. On the evening of September 11, 2026, I was told that SMC's website was no longer online. I checked it on September 12, 2026 and it was down. I know that SMC's website was still up on September 11 at about 2pm, because I was on the site at that time, checking to see if Mr. Stewart had taken it offline (at that time, he hadn't). So the site must have went dark between Friday afternoon (September 11) and Saturday morning (September 12). This is just around one day after we confronted him at Moxie's.

63. On September 11, 2026, we had a meeting with Porter Ramsay LLP about the firm becoming Kam-MIC's corporate solicitor. On September 14, 2026, the Directors instructed Porter Ramsay LLP to write to Cates Ford Soll & Epp LLP, SMC's solicitors and Kam-MIC's then solicitors, demanding preservation of records and funds, a statement of funds held, and delivery of Kam-MIC's minute book and records.

64. Morgan R. Elander of Cates Ford Soll & Epp LLP said Mr. Stewart's consent was required for the transfer. On September 15, 2026, Mr. Elander said that he had obtained Mr. Stewart's consent. We have not yet received these records.

65. Also on September 15, 2026, I instructed MNP LLP not to take instructions from, or provide information to, Mr. Stewart about Kam-MIC. The Directors then wrote to MNP LLP on September 16, 2026 in that effect.

66. On September 16, 2026, Kam-MIC retained Rush Ihas Hardwick LLP as counsel.

67. On September 18, 2026, Edward Ovington reported these matters to the Royal Canadian Mounted Police. No action has been taken to date.

Total loss and damage

68. On September 18, 2026, Porter Ramsay LLP forwarded me copies of Form Bs of the 16 Existing Mortgages. Attached hereto and marked as **Exhibit "P"** are copies of Form Bs of these mortgages.

69. The August 2026 Portfolio is the latest portfolio summary Mr. Stewart provided to us. I have compared the 39 loans on the August 2026 Portfolio, and the TD List, with the Existing Mortgages.

70. The total reported balance of the August 2026 Portfolio is $14,029,913.43. The balances of the Existing Mortgages—as reported by Mr. Stewart in his lists—total approximately $4 million. In other words, Mr. Stewart has represented to the Directors that there is over $14 million in mortgage balance, while the balance of the Existing Mortgages is approximately $4 million—if not less.

71. This shortfall of approximately $10 million reflects the "Missing Mortgages", defined above.

72. I have reviewed the Form Bs and title searches that have been provided to me by Porter Ramsay LLP and Rush Ihas Hardwick LLP. As mentioned above, it appears that some the Missing Mortgages existed but have been discharged; but 11 never existed. Attached hereto and marked as **Exhibit "Q"** is a copy of the August 2026 Portfolio with the 11 mortgages that have never existed highlighted.

73. Because of the lack of records, I cannot yet say precisely how much the Missing Mortgages and the Missing Interest are, or if Mr. Stewart took other money from Kam-MIC. That is why Kam-MIC seeks the disclosure, accounting, and production orders set out in the notice of application.

74. On the material presently available to me, the money that cannot be accounted for is as follows.

    (a) $10 million, being the balances of the Missing Mortgages; and

    (b) $3 million, being the estimated amount of the Missing Interest (it is possible that this amount could be modestly less, to the extent that some interest income was rolled into new principal loans in previous years).

75. That is around $13 million in total.

76. Plus, Kam-MIC currently owes over $1.9 million to TD under the line of credit.

The defendants' assets and the risk of dissipation

77. Mr. Stewart lives at 1238 Rockcress Drive, Kamloops (the "**Residence**"), PID 028-532-554. Mr. Stewart bought the property in around July of 2022 and his has a declared value of $1.4 million. I believe Mr. Stewart still lives at the Residence. I drove by earlier this week, and his truck was there. There are two mortgages registered against the Property: (a) CB41215, held by Canadian Western Trust Company and Olympia Trust Company and (b) CB41216, held by 0752063 B.C. Ltd. Attached hereto an marked as **Exhibit "R"** is a current title search of the Residence with print-outs of the filed mortgages.

78. Mr. Stewart has also sold two properties recently, during the period it appears he was misappropriating assets:

    (a) A condominium unit at Sun Peaks ("**Condo #1**"), PID 030-462-401 which Mr. Stewart sold on July 8, 2025, having a declared value of $1,190,476. This unit had a mortgage registered on title under registration number CA7197672 in favour of 0752063 B.C. Ltd., one of the lenders with a mortgage against Mr. Stewart's current home on Rockcress, noted above. I note that the borrower under this mortgage is not Mr. Stewart personally, but rather "Kampan

Developments Ltd." I do not know why this mortgage from another borrower was registered against Mr. Stewart's title; it might be that Mr. Stewart took an assignment of the mortgage but the assignment was never reflected in land titles. Attached hereto an marked as **Exhibit "S"** is a historical title search Condo #1 with a print-out of the filed mortgage, along with a company summary of Kampan Developments Ltd., showing the sole director as Dan Pan.

(b) Another condominium unit at Sun Peaks ("**Condo #2**"), PID 028-117-573 which Mr. Stewart sold on August 17, 2026, having a declared value of $480,000. This unit had a mortgage registered on title under registration number CA4507735 in favour of Computershare Trust Company of Canada. Attached hereto an marked as **Exhibit "T"** is a historical title search for Condo #2 with a print-out of the filed mortgage.

79. To my knowledge the defendants' assets are the Residence, the SMC Trust Account and any other accounts of SMC, SMC's ongoing business operations, and Mr. Stewart's 70,914 preferred shares of Kam-MIC. I do not know what else they own.

80. I know SMC and Mr. Stewart's bank accounts, including the SMC Trust Account and SMC's operating account, are with TD. I know Mr. Stewart also banks at Valley First Credit Union, because I have obtained copies of his cancelled cheques from there for his directors' fees. I do not know if SMC or Mr. Stewart have accounts with other institutions.

81. SMC's website (before it went offline) stated that SMC has $40 million to $45 million of mortgages under its management. Kam-MIC's portfolio, as reported, is approximately $14 million. I do not know whether the balance is real, or whose money it is, or whether money has moved between SMC's clients. I also do not know if SMC or Mr. Stewart manage mortgages for other mortgage investment companies.

82. I believe there is a real risk that, unless the Court restrains them, the defendants will move or dissipate the money and other assets available to satisfy Kam-MIC's claim. My reasons are these:

(a) the amount that cannot be accounted for is over $13 million (plus the $1.9 million balance on the TD line of credit). This is substantially all of the capital Kam-MIC's investors entrusted to it;

(b) Mr. Stewart concealed the shortfall for an unknown period of time;

(c) Mr. Stewart continued the concealment to the last moment: the August 2026 Portfolio, delivered to the Directors on the morning of September 10, 2026, still showed all 39 mortgages as current, including all the Missing Mortgages, which is false;

(d) money held in the SMC Trust Account and other accounts is liquid and Mr. Stewart can move it in hours, or quicker;

(e) Mr. Stewart has known since September 10, 2026 that the Directors have discovered the shortfall, and since September 14, 2026 that Kam-MIC's solicitors have demanded the preservation of records and funds; and

(f) SMC's website went offline approximately within one day of the September 10, 2026 meeting at Moxie's

Dates for disclosure order: back to June 1, 2022

83. Based on my review of Kam-MIC's historical bank statements (see Exhibit L), it appears that Kam-MIC's banking patterns changed considerably in around mid-2023—that is, a marked drop in interest income deposits from SMC, and zero loan payout proceeds entering SMC's bank account since August of 2023.

84. I believe that Mr. Stewart's misappropriation began earlier than that though, albeit at a slower pace. For the purpose of obtaining document disclosure from financial institutions and mortgage companies, Kam-MIC will be seeking documents going back to June of 2022. That will also enable us to trace the use of Mr. Stewart's funds into the purchase of the Residence, which transaction closed in July of 2022.

Kam-MIC's position and its undertakings

85. Kam-MIC has no cash of significance. As at August 31, 2026 the Kam-MIC Account held $4,551.44.

86. Kam-MIC owes TD $1,925,000 on the line of credit, which is repayable on demand and is secured by TD's general security agreement over Kam-MIC's personal property.

87. Kam-MIC's remaining assets are the Existing Mortgages with aggregated balance of about $4 million (based on the balances reported by Mr. Stewart), and its claims against the defendants.

88. Kam-MIC has resolved to give, and does give, the undertaking as to damages and the other undertakings set out in Schedule "A" to the draft order, including the undertaking to pay the reasonable costs of any bank or other third party that complies with the order.

89. I say candidly that Kam-MIC's ability to satisfy the undertaking as to damages is limited to the assets I have described.

90. I believe the risk of loss to the defendants from the order sought is small, because the order permits Mr. Stewart's ordinary living and legal expenses and the ordinary course of SMC's business, and because the money it preserves is money SMC was obliged to hold in trust for Kam-MIC in any event.

91. The TD LOC Agreement requires Kam-MIC to inform TD of litigation. Kam-MIC intends to serve TD with the order immediately after it is made. I recognize that TD may respond by demanding repayment of the line of credit.

Other matters for the Court's attention

92. Because this application is made without notice, I set out the following matters, which the defendants might raise if they were present:

(a) Mr. Stewart remains a director and a preferred shareholder of Kam-MIC. The Directors intend to have him removed. Mr. Stewart may claim unpaid administration fees for SMC, or dividends or redemption proceeds on his shares. Kam-MIC intends to set those amounts, if any, off against its claims.

(b) Cates Ford Soll & Epp LLP acted as conveyancing solicitors on Kam-MIC's mortgages, received Kam-MIC's advances in trust, is the registered and records office of SMC, and was the registered and records office of Kam-MIC. Kam-MIC has asked that firm for its files. Kam-MIC makes no allegation against the firm on this application.

(c) SMC and Mr. Stewart bank at TD and Valley First Credit Union, and other institutions that I am not aware of. Kam-MIC makes no allegation against these institutions on this application.

(d) Ms. Scerbo may have knowledge of this matter. Kam-MIC makes no allegation against her on this application.

(e) There are currently two mortgages registered against the Residence.

93. I make this affidavit in support of Kam-MIC's application and for no improper purpose.

AFFIRMED BEFORE ME at the City of Kelowna, in the Province of British Columbia, on this 22nd day of September, 2026.

A Commissioner for Taking Affidavits for the Province of British Columbia

Ann Zhu
Barrister & Solicitor
#200-591 Bernard Avenue
Kelowna, BC V1Y 6N9

DARREN OVINGTON

This is **Exhibit** A referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

A Commissioner for Taking Affidavits in British Columbia.

BRITISH COLUMBIA | BC Registry Services

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

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

BC Company Summary

For

KAM-MIC INVESTMENT CORP.

Date and Time of Search: **September 15, 2026 09:51 AM Pacific Time**

Currency Date: July 08, 2026

ACTIVE

Incorporation Number: BC0265834

Name of Company: KAM-MIC INVESTMENT CORP.

Business Number: 102761186 BC0001

Recognition Date: Incorporated on June 27, 1983 **In Liquidation:** No

Last Annual Report Filed: June 27, 2025 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

Delivery Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

Delivery Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
MIRTLE, GARY

Mailing Address:
232 CHANCELLOR DRIVE
KAMLOOPS BC V2K 2M1
CANADA

Delivery Address:
232 CHANCELLOR DRIVE
KAMLOOPS BC V2K 2M1
CANADA

Last Name, First Name, Middle Name:
Mirtle, Brett

Mailing Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

Delivery Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

Last Name, First Name, Middle Name:
OVINGTON, EDWARD ARTHUR

Mailing Address:
212, 220 FOURTH AVENUE
KAMLOOPS BC V2C 3N5
CANADA

Delivery Address:
212, 220 FOURTH AVENUE
KAMLOOPS BC V2C 3N5
CANADA

Last Name, First Name, Middle Name:
Ovington, Darren Michael

Mailing Address:
175 MAHOOD PLACE
KAMLOOPS BC V2C 6P7
CANADA

Delivery Address:
175 MAHOOD PLACE
KAMLOOPS BC V2C 6P7
CANADA

Last Name, First Name, Middle Name:
Stewart, Jamie John Paton

Mailing Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

Delivery Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

OFFICER INFORMATION AS AT June 27, 2025

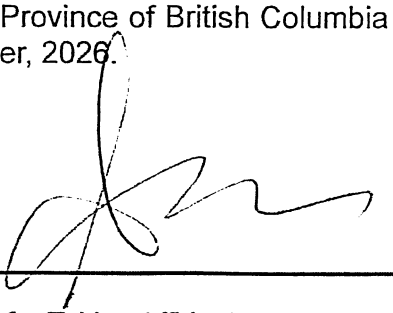
Last Name, First Name, Middle Name:
Ovington, Edward Arthur

Office(s) Held: (Secretary, Treasurer)

Mailing Address:
212, 220 FOURTH AVENUE
KAMLOOPS BC V2C 3N5
CANADA

Delivery Address:
212, 220 FOURTH AVENUE
KAMLOOPS BC V2C 3N5
CANADA

This is **Exhibit** B referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

BC Registry Services

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

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

BC Company Summary

For

STEWART MORTGAGE CORP.

Date and Time of Search: **September 15, 2026 09:52 AM Pacific Time**

Currency Date: July 08, 2026

ACTIVE

Incorporation Number: BC0252967

Name of Company: STEWART MORTGAGE CORP.

Business Number: 890676299 BC0001

Recognition Date: Incorporated on June 30, 1982

In Liquidation: No

Last Annual Report Filed: June 30, 2025

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

Delivery Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

Delivery Address:
300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Stewart, Jamie John Paton

Mailing Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

Delivery Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

OFFICER INFORMATION AS AT June 30, 2025

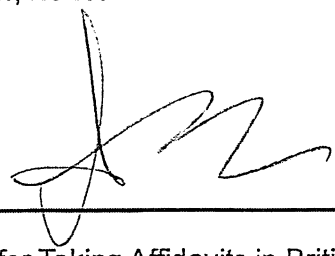
Last Name, First Name, Middle Name:
Stewart, Jamie John Paton

Office(s) Held: (President)

Mailing Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

Delivery Address:
207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5
CANADA

This is **Exhibit** C referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

This Service Agreement made as of the 17th day of November, 1983 - Revised on the 22nd day of September, 2003 and again the 19th of March, 2014.

BETWEEN:

Kam-Mic Investment Corp., a company incorporated pursuant to the laws of the Province of British Columbia and having a place of business at #201-153 Seymour Street, Kamloops, British Columbia, V2C 2C7 (Incorporation No. 265834)

(hereinafter called the "MIC")

OF THE FIRST PART

AND:

Stewart Mortgage Corp., a company incorporated pursuant to the laws of British Columbia and having a place of business at #201-153 Seymour Street, Kamloops, British Columbia, V2C 2C7 (Incorporation No. 252967)

(hereinafter called the "Company")

OF THE SECOND PART

WHEREAS:

A. The "MIC" is a mortgage investment company pursuant to the Income Tax Act of Canada and in the ordinary course of its affairs makes inter alia loans of money secured by Mortgages on Real Property.

B. The "Company" is engaged in the business of originating mortgage loans, reviewing their merits, recommending approval or decline and providing management services.

C. The "MIC" wishes to engage the "Company" to manage its operation and originate Mortgage Loans for a balanced portfolio on an ongoing basis to ensure maximum profitability and safety of funds invested and the "Company" wishes so to act.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

1.00 **Definitions**

1.01 In the Agreement, the following terms shall have the meanings set forth below:

(A) **"Investment Parameters"** means those written terms and conditions prepared by the "MIC", authorized by the Directors of the "MIC" and delivered to the "Company" from time to time which reflects the Mortgage requirements of the "MIC",

1.00 **Definitions Continued**

1.01 (A) including such essential elements as:
(1) approved appraisers;
(2) form of commitment letter;
(3) acceptable yield of Mortgages;
(4) conditions of monthly payments of principal and interest;
(5) requirements with respect to realty taxes;
(6) requirements with respect to fire insurance;
(7) requirements with respect to guarantors of Mortgage Loans;
(8) advance of Mortgage funds against appraised value of Real Property;
(9) requirements with respect to collateral security including assignment of rents and leases;

(B) **"Mortgage"** means a mortgage, charge, hypothec, deed of trust and mortgage, agreement for sale or other security interest in Real Property, which secures a Mortgage Loan;

(C) **"Mortgagor"** in addition to its ordinary meaning, means the guarantor of a mortgage or obligor under any instrument given in connection with a lien on Real Property to secure advances on or the unpaid purchase price of Real Property, and includes the heirs, executors, administrators, successors and assigns of the Mortgagor;

(D) **Mortgage Commitment"** means an agreement in letter form made on behalf of the "MIC" with the Mortgagor, supplied to the "Company" from time to time for use by the "Company" on behalf of the "MIC";

(E) "Mortgage Document" means:
(1) The indenture of Mortgage evidencing and securing a Mortgage Loan;
(2) Any encumbrance agreement evidencing and securing participation between all parties to the Mortgage Loan;
(3) All instruments constituting collateral security for a Mortgage Loan including assignments of rents, chattel mortgages and guarantees;
(4) All instruments which are supplemental or ancillary to any of the foregoing; and
(5) Any policies of insurance relating to the Mortgaged premises and all other instruments relating to the Mortgage Loan;

1.00 **Definitions Continued**

1.01 (F) **"Mortgage Loan"** means indebtedness or obligation to the "MIC" which is secured directly or collaterally by a Mortgage;

(G) **"Mortgaged Premises"** means in connection with any Mortgage Loan, Real Property subject to a Mortgage, and other property, if any, furnished as security for such Mortgage Loan; and

(H) **"Real Property"** means land, rights in land (including leasehold interests and condominiums) and any building, structure, improvement and fixture located on or used in connection with any land or rights in land.

2.00 **Representations and Warranties**

2.01 The "Company" hereby represents and warrants to the "MIC" that the "Company" has been duly incorporated and organized under the laws of the Province of British Columbia and is duly qualified to do business and is in good standing pursuant to the laws of the Province of British Columbia and is holding a Mortgage Brokers license and will continue to maintain the same in good standing during the term of this Agreement.

3.00 **Appointment and Acceptance**

3.01 The "MIC" hereby appoints and designates the "Company" to be the sole and exclusive agent of the "MIC" for the purposes set forth herein and the "Company" hereby accepts such appointment and agrees to hold all money received hereunder, the Mortgages and all other security in respect to the Mortgage Loans, in trust for the "MIC" in separate accounts in accordance with the terms and conditions herein.

3.02 The "MIC" hereby authorizes and empowers the "Company" in the name of the "MIC" (or such other name as the "MIC" shall direct), to originate, review, recommend or decline Mortgage Loans on behalf of the "MIC" in accordance with the terms herein and in accordance with the Investment Parameters from time to time forwarded to the "Company" by the "MIC", provided that the "MIC" reserves the right to approve in advance each Mortgage Loan originated and recommended by the "Company".

3.03 The "MIC" hereby authorizes and engages the "Company", in the name of the "MIC" (or such other name as the "MIC" shall direct) to manage its day-to-day affairs, in its absolute discretion, and without limiting the generality hereof, to deal with such matters as:

3.00 **Appointment and Acceptance Continued**

3.03 (1) Financial reporting;
(2) Arranging and administering bank credit lines;
(3) Maintenance of all "MIC" records;
(4) Liaising with all regulatory authorities;
(5) Distribution of dividend income to shareholders;
(6) Distribution of annual financial statements;
(7) Collection of Mortgages outstanding when due;
(8) Taxation reporting" (i.e. T2, T4 & T5's) and
(9) Any other functions which are necessary or desirable to ensure the smooth continuing operation of the "MIC" within the requirements of such jurisdictions and the "MIC" may operate.

3.04 The "Company" undertakes to provide and the "MIC" accepts its services as exclusive recommending body as to Mortgage Loans and as exclusive manager of its day-to-day affairs, although the "MIC" shall not be obliged to adopt any investment recommendation made by the "Company". The sole responsibility for approval of Mortgage Loans or any other investment, which might be contemplated or undertaken, shall rest with the Directors of the "MIC". Furthermore, the sole responsibility for the "MIC" compliance of acceptable investments under 130.1 of the Canadian Income Tax Act, shall rest with the Directors of the "MIC".

3.05 The "MIC" also appoints the "Company" and the "Company" accepts its appointment as the exclusive agent of the "MIC" for any other business transactions which the "MIC" may transact or be required to transact during the term of this Agreement and any renewal hereof, subject to further written agreement between the parties as to duties, responsibilities and fees for additional business transactions if required.

4.00 **Term**

4.01 The agency hereby created shall commence on the 1st day of April, 2014 and shall continue, unless otherwise terminated pursuant to the provisions of Section 11, to and including the 31st day of March, 2019.

4.02 The "Company" shall have, and is hereby granted by the "MIC", the option to extend the term of this Agreement for additional consecutive five (5) year periods provided that the written notice of such exercise of the option, accompanied by the sum of Ten ($10.00) Dollars, is received by the "MIC" three (3) months prior to the expiration of the initial term hereof, and provided that the "Company" is not in default under this Agreement, on either the date upon which the "MIC" received such notice of exercise, or upon the expiration of the initial term of this Agreement.

5.00 Processing & Administration of Mortgage Loans

5.01 In processing each Mortgage Loan, the Company shall perform the following duties:

5.01 (1) Acquire, assemble, record and process all necessary information, data, application and other forms and reports necessary to procure and recommend a Mortgage Loan, including those specified in writing by the MIC;

(2) Issue Mortgage Commitments to Mortgagors on behalf of the MIC for investments approved by the Directors;

(3) Collect funds in trust on behalf of the "MIC". The "Company" will hold the funds in trust to ensure that the payment has been cleared. After the clearing period the funds will be deposited into the bank account of the "MIC". The "MIC" will receive a detailed report for every deposit made into their account from the "Administrator" that will break down the entire transaction.

(4) Where a Mortgage Loan is made to a developer, process the purchasers applications and in this connection acquire, assemble and record and process all information, data, application and other forms and reports required by the MIC;

(5) Obtain appraisals from duly qualified appraisers approved by the "MIC";

(6) Generally perform such other acts as the Company normally performs in the management of mortgage loans for its own account; and

(7) Upon default of principal, interest or taxes on a Mortgage administered by the Company equal to thirty (30) days past the due date, immediately notify the Directors of the MIC and commence immediate action to ensure the safety and recovery of the funds of the MIC, including but not limited to legal action, foreclosure and any other steps which in the sole discretion of the Directors of the MIC should be taken to recover the funds invested.

6.00 Reports and Accounting

6.01 The Company shall provide the MIC quarterly as at the last day of November, February, May and August a financial statement comprising a profit and loss statement and a balance sheet showing the assets and liabilities of the Company as at the last day of the preceding month. This is to be in the form of a trial balance.

6.00 **Reports and Accounting Continued**

6.02 The "Company" shall provide the "MIC" monthly, by the 15th day of each month following, a status report on all Mortgage Loans in arrears and action taken to date to recover funds. If a Mortgage Loan is appearing on the report for the first time, a detailed summary sheet of that particular Mortgage Loan shall be included as part of the report to enable the "MIC" to assess the problem and make recommendations to the "Company" as appropriate.

6.03 The "Company' will take responsibility for ensuring that the financial requirements of Section 130.1 are met and will provide the directors of the"MIC" with periodic reporting regarding the composition of the shareholders. It will be the responsibility of the directors of the "MIC" to ensure that the shareholder numbers and composition are on-side with section 130.1

6.04 Within Ninety (90) days after the year-end of the "MIC", the "Company" shall provide to each shareholder of the "MIC" a report outlining the shares held and dividend payable to the shareholder as at the year-end.

6.05 The "Company" shall furnish such additional reports as may from time to time be reasonably requested by the "MIC", or which may from time to time in the opinion of the "Company" be advisable in order to comply with its management responsibilities herein.

7.00 **Standard of Care**

7.01 At all times the "Company" shall act on a basis which is fair and reasonable to the "MIC" and shall exercise its powers and discharge its duties under this Agreement honestly, in good faith and in the best interest of the "MIC", and in connection therewith, shall exercise that degree of care, diligence and skill that a reasonable, prudent person would exercise in comparable circumstances.

8.00 **Liability**

8.01 The "Company" shall not be liable to the "MIC" in respect of any activity undertaken on its behalf in accordance with this Agreement, save and except for any such loss resulting from the negligence or wilful misconduct of the "Company" or any of its officers, agents or employees.

8.00 **Liability Continued**

8.02 The "MIC" shall indemnify and save harmless the "Company" from any and all claims, demands, taxes, costs, charges and expenses of every nature with respect to any service provided to the "MIC" under this Agreement, save and except where the same results from the negligence or wilful misconduct of the "Company", its officers, agent or employees. The obligation of the "MIC" to indemnify and save harmless the "Company" as aforesaid shall survive the termination of this Agreement, notwithstanding Section 10.03

9.00 **Fees**

9.01 The "MIC" shall pay to the "Company" a quarterly fee equal to 0.375 of One (1) percent of the average monthly total of all assets, which for greater certainty shall include, Mortgages, Cash, Real Property or any other investments owned by the "MIC" as at the last day of each month in the calendar year.

For Example:

First four months in operation of the fiscal year the management fee would be as follows:

September 2013	$5,299,250.53
October 2013	$5,437,694.02
November 2013	$5,451,075.92

Total Sum of Monthly Assets after 3 Months $16,188,020.47 divided by three months equals an average monthly balance of $5,396,006.82 x 0.375% = $20,235.03

Therefore, the Management fee based on an average monthly balance of $5,396,006.82 after the three months would equal $20,235.03.

9.02 The fee to the "Company" shall be paid by cheque not more than fourteen (14) days after each of the aforesaid payment dates.

9.03 The fee is subject to the current GST/HST in the province of British Columbia at the time of the billing.

9.00 **Fees Continued**

9.04 Other Costs

(A) The "MIC" will be responsible for the following additional costs:

(1) Any legal costs pertaining to foreclosure or legal action of any mortgage accounts held by the "MIC";
(2) Bookkeeping services to provide the "MIC" with quarterly profit statements;
(3) Accounting and tax preparation services to prepare financial statements and prepare and file corporate income tax returns for the "MIC's" year-end;
(4) Stationary or Letter Head ordered by the "MIC" to be used in it daily operation;

(5) Any other costs required in the operation of the "MIC" deemed acceptable by both the "Company" and the "MIC" in writing.

10.00 **Termination**

10.01 This agreement may be terminated by the "MIC" any time upon the occurrence of any of the following events:

(A) If the "MIC" gives the "Company" six (6) months written notice of its intention to terminate this Agreement;
(B) If any proceedings in insolvency, bankruptcy, receivership or liquidation are taken against the "Company";
(C) If the "Company" makes an assignment for the benefit of any creditors or commits an act of bankruptcy within the meaning of the Bankruptcy Act of Canada;
(D) If the principal of the "Company" changes for any reason;
(E) If the "Company" assigns or purports to assign this Agreement or any rights accruing hereunder without the prior consent in writing of the "MIC";
(F) If the "Company" commits a default under this Agreement, provided that if such default does not relate to the payment of any money to be paid by the "Company" to the "MIC" hereunder, the "MIC" shall give the "Company" notice in writing stipulating the default by the "Company" and the "Company" shall have Thirty (30) days from the date of the giving of such notice to remedy the default to which such notice relates; or
(G) By mutual consent, in writing, of the "MIC" and the "Company".

10.00 **Termination Continued**

10.02 This agreement may be terminated by the "Company" at any time upon the occurrence of any of the following events:

(A) If any proceeding in insolvency, bankruptcy, receivership or liquidation are taken against the "MIC";

(B) If the "MIC" makes an assignment for the benefit of creditors or commits an act of bankruptcy within the meaning of the Bankruptcy Act of Canada;

(C) If the "MIC" assigns or purports to assign this Agreement or any rights accruing thereunder without prior consent in writing of the "Company";

(D) If the "Company" gives the "MIC" notice in writing stipulating a default by the "MIC" of its obligations hereunder and requiring the "MIC" to remedy such breach or default, and should such breach or default continue beyond thirty (30) days from the giving of such notice;

(E) If the "Company" gives the "MIC" six (6) months written notice of its intention to terminate this Agreement; or

(F) By mutual consent, in writing, of the "MIC" and the" Company".

10.03 In the event of termination of the Agreement pursuant to Section 10.01 or 10.02 then, subject to Section 8.02:

(A) This Agreement and the agency created hereby shall terminate and be of no further force or effect and all rights and obligations of the "MIC" and the "Company" shall thereupon cease;

(B) The "Company" shall be entitled to no special compensation as a result of such termination; and

(C) The "Company" shall turn over and deliver to the "MIC" (or its authorized agent) all trust money of the "MIC" and all other funds held by it in respect of all Mortgages and all documents, records, tax receipts, insurance policies, appraisals, correspondence, files and other papers in the possession of the "Company" pertaining to the Mortgage Loans.

Provided that termination of this Agreement shall be concurrent with, in addition to, without prejudice to and not in lieu of or in substitution for any other rights herein contained or any remedy in law or equity which each party hereto may have for the enforcement of its rights under this Agreement.

11.00 **General**

11.01 The "Company" and the "MIC" are not partners or joint venturers with each other and nothing herein shall be construed so as to make them partners or joint venturers or impose any liability as such on either of them.

11.00 **General Continued**

11.02 This Agreement shall not be altered, amended, modified, terminated or discharged in whole or in part, except by instrument in writing signed by the parties hereto, or their respective successors or assigns, or otherwise as provided herein.

11.03 This agreement shall not be assigned by either party hereto without the prior written consent of the other party, but shall ensure to the benefit of and be binding upon successors and assigns of the parties hereto.

11.04 This Agreement shall be governed by the laws of the Province of British Columbia and the Laws of Canada applicable hereto.

11.05 Any notice to be given under the Agreement shall be in writing and shall be deemed to have been sufficiently given by stamped, pre-paid registered mail addressed to the "Company" at its address set forth on the first page hereof, or such other address as a party may from time to time designate by notice to the other in accordance with the provisions hereof, and any such notice so given shall be deemed to be delivered at the expiration of three (3) days after it is posted in any post office in Canada. Notice can also be given by personally serving an officer of the "Company" or an officer of the "MIC" as the case may be.

11.06 The section headings hereto have been inserted for convenience of reference only and shall not be construed so as to effect the meaning or construction of this Agreement. Where required by the context hereof, the singular shall include the plural and vice versa.

11.07 No act of forebearance or failure to insist upon the prompt performance by the "Company" of the provisions of this Agreement either expressed or implied shall be construed as a waiver by the "MIC" and then such waiver shall apply only to the instance which is the subject of the writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 21st day of March, 2014

**The Common seal of Kam-Mic Investment Corp.
was hereunto affixed in the presence of:**

Jamie Stewart

Edward Ovington

Gary Mirtle

Darren Ovington

Brett Mirtle

**The Common seal of Stewart Mortgage Corp.
was hereunto affixed in the presence of:**

Jamie Stewart

RESOLUTION OF DIRECTORS
OF
KAM-MIC INVESTMENT CORP.

Dated the 31st day of August, 2019

Whereas Kam-Mic Investment Corp. has agreed to extend the Service Agreement between Kam-Mic Investment Corp. and Stewart Mortgage for a further term of five (5) years, said term, unless otherwise terminated, shall commence on the 1st day of October, 2019 until and including the 30th day of September, 2024.

And Whereas on motion duly made and seconded, it was unanimously resolved that all other conditions outlined in said Service Agreement and Revision; copy of which is attached hereto, remain in effect during this renewal and extension period ending the 30th day of September, 2024.

Jamie Stewart

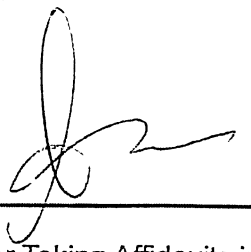
Edward Ovington

Gary Mirtle

Darren Ovington

Brett Mirtle

This is **Exhibit** D referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

Kam-Mic Investment Corp.

Financial Statements

August 31, 2025

Independent Practitioner's Review Engagement Report

To the Shareholders of Kam-Mic Investment Corp.:

We have reviewed the accompanying financial statements of Kam-Mic Investment Corp. (the "Company") which comprise the balance sheet as at August 31, 2025, and the statements of earnings and deficit and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the Company, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Kam-Mic Investment Corp. as at August 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Kamloops, British Columbia

January 9, 2026

MNP LLP

Chartered Professional Accountants

Kam-Mic Investment Corp.

Balance Sheet

As at August 31, 2025

	2025	2024
Assets		
Current		
Cash	-	19,662
Interest receivable	106,493	113,471
Current portion of mortgages receivable *(Note 4)*	10,527,034	12,139,559
	10,633,527	12,272,692
Mortgages receivable *(Note 4)*	3,369,432	-
	14,002,959	12,272,692
Liabilities		
Current		
Bank indebtedness	7,470	-
Trade and other payables	9,750	9,750
Dividends payable *(Note 5)*	1,053,499	990,624
Operating line of credit *(Note 6)*	1,840,000	575,000
	2,910,719	1,575,374
Shareholders' Equity		
Share capital *(Note 7)*	11,092,595	10,697,673
Deficit	(355)	(355)
	11,092,240	10,697,318
	14,002,959	12,272,692

Approved on behalf of the Board

e-Signed by Jamie Stewart
2026-01-09 11:02:38:38 PST

Director

The accompanying notes are an integral part of these financial statements.

Kam-Mic Investment Corp.

Statement of Earnings and Deficit

For the year ended August 31, 2025

	2025	*2024*
Interest revenue	**1,363,702**	**1,270,229**
Expenses		
Administration fees *(Note 3)*	204,083	176,897
Interest on operating line of credit	80,575	68,245
Directors' fees	15,000	15,000
Professional fees	6,172	15,119
Interest and bank charges	4,383	4,354
	310,213	279,615
Net earnings	1,053,489	990,614
Deficit, beginning of year	(355)	(355)
Dividends	(1,053,489)	(990,614)
Deficit, end of year	(355)	(355)

The accompanying notes are an integral part of these financial statements.

Kam-Mic Investment Corp.

Statement of Cash Flows

For the year ended August 31, 2025

	2025	2024
Cash provided by (used for) the following activities		
Operating activities		
Cash paid to suppliers and directors	(225,255)	(206,466)
Interest received	1,370,680	1,274,721
Interest paid	(84,958)	(72,599)
Issuance of mortgages	(2,056,000)	(2,813,200)
Proceeds on repayment of mortgages	299,093	1,738,397
	(696,440)	(79,147)
Financing activities		
Redemption of preferred shares	(73,510)	(75,378)
Advances of operating line of credit	1,355,000	1,360,000
Repayments of operating line of credit	(90,000)	(830,000)
Dividends paid	(522,182)	(355,190)
	669,308	99,432
Increase (decrease) in cash resources	(27,132)	20,285
Cash resources (deficiency), beginning of year	19,662	(623)
Cash resources (deficiency), end of year	(7,470)	19,662

The accompanying notes are an integral part of these financial statements.

Kam-Mic Investment Corp.
Notes to the Financial Statements
For the year ended August 31, 2025

1. Incorporation and operations

Kam-Mic Investment Corp. (the "Company") was incorporated under the laws of the Province of British Columbia on June 23, 1983. The Company qualifies as a Mortgage Investment Corporation as defined by Section 130.1(6) of the Income Tax Act and, as such, certain dividends paid are allowed as a deductible expense for income tax purposes.

2. Significant accounting policies

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises set out in Part II of the CPA Canada Handbook - Accounting, as issued by the Accounting Standards Board in Canada and include the following significant accounting policies:

Revenue recognition

The Company recognizes revenues when they are earned, specifically when all of the following conditions are met:
- Services are provided or products are delivered to customers;
- There is clear evidence that an arrangement exists;
- Amounts are fixed or can be determined;
- Collectability is reasonably assured.

More specifically:
Interest revenue is recognized on the accrual basis with the passage of time, when collectability is reasonably assured.

Income taxes

The Company accounts for income taxes using the future income taxes method. Under this method, future income tax assets and liabilities are recorded based on temporary differences between the carrying amount of balance sheet items and their corresponding tax bases. In addition, the future benefits of income tax assets, including unused tax losses, are recognized, subject to a valuation allowance, to the extent that it is more likely than not that such future benefits will ultimately be realized. Future income tax assets and liabilities are measured using substantively enacted tax rates and laws expected to apply when the tax liabilities or assets are to be either settled or realized.

Mortgages receivable

Mortgages receivable are recognized initially at the transaction price. They are subsequently measured at amortized cost using the effective interest method, less provision for impairment. A provision for impairment of mortgages receivable is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivable.

Measurement uncertainty (use of estimates)

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.

Mortgages receivable are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary.

These estimates and assumptions are reviewed periodically and, as adjustments become necessary they are reported in earnings in the years in which they become known. Actual results could differ from these estimates.

Financial instruments

The Company recognizes its financial instruments when the Company becomes party to the contractual provisions of the financial instrument.

Arm's length financial instruments

Financial instruments originated/acquired or issued/assumed in an arm's length transaction ("arm's length financial instruments") are initially recorded at their fair value.

2. Significant accounting policies *(Continued from previous page)*

Financial instruments *(Continued from previous page)*

At initial recognition, the Company may irrevocably elect to subsequently measure any arm's length financial instrument at fair value. The Company has not made such an election during the year.

The Company subsequently measures investments in equity instruments quoted in an active market and all derivative instruments, except those designated in a qualifying hedging relationship or that are linked to, and must be settled by delivery of, unquoted equity instruments of another entity, at fair value. Fair value is determined by published price quotations. Investments in equity instruments not quoted in an active market and derivatives that are linked to, and must be settled by delivery of, unquoted equity instruments of another entity, are subsequently measured at cost less impairment. With the exception of financial liabilities indexed to a measure of the Company's performance or value of its equity and those instruments designated at fair value, all other financial assets and liabilities are subsequently measured at amortized cost.

Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of financial instruments subsequently measured at fair value are immediately recognized in net earnings. Conversely, transaction costs and financing fees are added to the carrying amount for those financial instruments subsequently measured at cost or amortized cost.

Related party financial instruments

Related party financial instruments are measured at cost on initial recognition. When the financial instrument has repayment terms, cost is determined using the undiscounted cash flows, excluding interest, dividend, variable and contingent payments, less any impairment losses previously recognized by the transferor. When the financial instrument does not have repayment terms, but the consideration transferred has repayment terms, cost is determined based on the repayment terms of the consideration transferred. When the financial instrument and the consideration transferred both do not have repayment terms, the cost is equal to the carrying or exchange amount of the consideration transferred or received (refer to Note 3).

Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of related party financial instruments are immediately recognized in net earnings.

Financial asset impairment

The Company assesses impairment of all its financial assets measured at cost or amortized cost. The Company groups assets for impairment testing when there are numerous assets affected by the same factors and no asset is individually significant. Management considers whether the issuer is having significant financial difficulty; and whether there has been a breach in contract, such as a default or delinquency in interest or principal payments in determining whether objective evidence of impairment exists. When there is an indication of impairment, the Company determines whether it has resulted in a significant adverse change in the expected timing or amount of future cash flows during the year.

With the exception of related party debt instruments and related party equity instruments initially measured at cost, the Company reduces the carrying amount of any impaired financial assets to the highest of: the present value of cash flows expected to be generated by holding the assets; the amount that could be realized by selling the assets at the balance sheet date; and the amount expected to be realized by exercising any rights to collateral held against those assets.

For related party debt instruments initially measured at cost, the Company reduces the carrying amount of the asset (or group of assets), to the highest of: the undiscounted cash flows expected to be generated by holding the asset, or group of similar assets, excluding the interest and dividend payments of the instrument; the present value of cash flows expected to be generated by holding the assets; the amount that could be realized by selling the assets at the balance sheet date; and the amount expected to be realized by exercising any rights to collateral held against those assets.

For related party equity instruments initially measured at cost, the Company reduces the carrying amount of the asset (or group of assets), to the amount that could be realized by selling the asset(s) at the balance sheet date.

Any impairment, which is not considered temporary, is included in current year net earnings.

The Company reverses impairment losses on financial assets when there is a decrease in impairment and the decrease can be objectively related to an event occurring after the impairment loss was recognized. The amount of the reversal is recognized in net earnings in the year the reversal occurs.

2. Significant accounting policies *(Continued from previous page)*

Accounting for Cloud Computing Arrangement

The Company has applied the simplification approach to account for expenditures in a cloud computing arrangement. Under the simplification approach, the Company recognizes expenditures related to the elements in the cloud computing arrangement as an expense as incurred.

3. Related party transactions

The corporation paid administration fees of $204,083 (2024 - $176,897) to Stewart Mortgage Corp. The principal of Stewart Mortgage Corp. is also a shareholder and director of Kam-Mic Investment Corp. The corporation has an agency agreement with Stewart Mortgage Corp. which expired on September 30, 2024 and is in the process of being renewed. The agreement is renewable for a five year period, subject to various cancellation clauses and provides for a semi-annual administration fee of 1.5% of the average monthly total mortgage portfolio.

Transactions noted above between the Company and its related party were in the normal course of business and have been recorded at the exchange amount, the amount of consideration agreed to the related party.

4. Mortgages receivable

The corporation holds mortgages on properties at interest rates ranging from 8.0% to 16.0% and maturity dates from November 1, 2025 to July 15, 2027. All mortgages receivable are secured by real estate with appraised values exceeding the mortgage receivable loaned to the client. Included in mortgages receivable is an allowance for doubtful accounts of $nil (2024 - $nil).

	2025	*2024*
Mortgages receivable	13,896,466	12,139,559
Less current portion	10,527,034	12,139,559
	3,369,432	-

5. Dividends payable

Dividends are payable to the preferred shareholders on record as at August 31, 2025.

6. Operating line of credit

The TD Canada Trust line of credit has a balance of $1,840,000 (2024 - $575,000) payable on demand, bearing interest at the bank's prime commercial lending rate plus 1.25% (2025 - 6.20%), secured by an assignment of mortgages receivable. The total authorized credit available is $2,000,000. It is secured by a general security agreement on all the company's present and after acquired property. There is a financial covenant of a maximum total debt to tangible net worth of 0.5:1.0, the Company is in compliance with this covenant as of August 31, 2025, and expects to remain in compliance for the next 12 months.

Kam-Mic Investment Corp.
Notes to the Financial Statements
For the year ended August 31, 2025

7. Share capital

		2025	2024
Issued			
4	Common shares	4	4
11,092,591	Preferred shares, redeemable at $1 per share (2024 - 10,697,669)	11,092,591	10,697,669
		11,092,595	10,697,673

	2025		2024	
Common shares	Number	Amount	Number	Amount
Closing balance, end of year	4	4	4	4

	2025		2024	
Preferred shares	Number	Amount	Number	Amount
Opening balance, beginning of year	10,697,669	10,697,669	10,307,653	10,307,653
Issued for stock dividends	468,432	468,432	465,394	465,394
Redeemed for cash	(73,510)	(73,510)	(75,378)	(75,378)
Closing balance, end of year	11,092,591	11,092,591	10,697,669	10,697,669

8. Financial instruments

The Company, as part of its operations, carries a number of financial instruments. It is management's opinion that the Company is not exposed to significant interest, currency, credit, liquidity or other price risks arising from these financial instruments except as otherwise disclosed.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. Changes in market interest rates may have an effect on the cash flows associated with some financial assets and liabilities, known as cash flow risk, and on the fair value of other financial assets or liabilities, known as price risk.

The Company is exposed to interest rate cash flow risk with respect to its operating line of credit, which is expected to be repaid within one year, and is subject to a floating rate of prime plus 1.25% (2025 - 6.20%). Due to falling interest rates, there has been an decrease to the risk exposure from 2024.

The Company is also subject to interest rate price risk on their mortgages receivable, which are at fixed rates. As the mortgages receivable are intended to be settled in accordance with the repayment schedules, the Company does not manage this risk. Due to falling interest rates and the majority of the receivables being current, there has been a decrease to the risk exposure from 2024.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company enters into transactions to borrow funds from financial institutions or other creditors for which repayment is required at various maturity dates.

The Company manages its liquidity risk by monitoring its operating requirements. Due to significant advances on the operating line of credit, there has been an increase to the risk exposure from 2024.

8. Financial instruments *(Continued from previous page)*

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The corporation is exposed to credit risk from borrowers. In order to reduce its credit risk, the corporation reviews a new borrower's credit history before extending credit and conducts regular reviews of its existing borrowers' credit performance. All mortgage receivables are secured by real estate with appraised values exceeding the mortgage receivable loaned to the client. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The corporation has a significant number of borrowers which minimizes concentration of credit risk.

9. Income taxes

The Company's income tax expense at 27% (2024 - 27%) included in determination of net earnings for the year ended August 31, 2025 consists of the following:

	2025	*2024*
Combined federal and provincial income tax	284,442	267,466
Mortgage Investment Corporation dividend deduction	(284,442)	(267,466)
	-	-

This is **Exhibit** E referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

A Commissioner for Taking Affidavits in British Columbia.

darren eaoinc.com

From: Jamie Stewart <jamie@stewartmortgage.ca>
Sent: May 5, 2026 5:16 PM
To: GARY MIRTLE
Cc: ed eaoinc.com; darren eaoinc.com; Brett Mirtle
Subject: Re: MICC portfolio

Hi Gary

I'm just out of the office for a couple of days but I will get it together and send it out to everyone by the end of the week when I'm back.

Thank you

Jamie Stewart
Stewart Mortgage Corp.
A: 207 - 310 Nicola St.
P: 250.372.1995 **F:** 250.374.4945
E: jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent from my iPhone

> On May 4, 2026, at 4:47 PM, GARY MIRTLE <gmirtle@shaw.ca> wrote:
>
> Jamie I would appreciate receiving an update on the MICC account as we have not seen anything since yearend.
>
> Thanks
>
> Gary

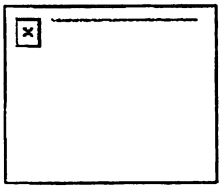
darren eaoinc.com

From: Jamie Stewart <jamie@stewartmortgage.ca>
Sent: May 11, 2026 9:56 AM
To: Gary Mirtle
Cc: ed eaoinc.com; darren eaoinc.com; Brett Mirtle
Subject: Re: MICC portfolio

Good Morning. Just wanted to check in and let you know I am just getting back in today now instead so I will be working on this and getting it over to everyone.

Thank you

--



Jamie Stewart
Stewart Mortgage Corp.
A: 207 - 310 Nicola St. Kamloops, BC V2C 2P5
P: 250.372.1995 **F:** 250.374.4945
E: jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

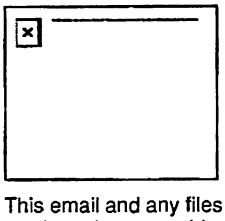
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

On May 5, 2026, at 17:15, Jamie Stewart <jamie@stewartmortgage.ca> wrote:

Hi Gary

I'm just out of the office for a couple of days but I will get it together and send it out to everyone by the end of the week when I'm back.

Thank you



Jamie Stewart
Stewart Mortgage Corp.
A: 207 - 310 Nicola St.
P: 250.372.1995 **F:** 250.374.4945
E: jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-

mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent from my iPhone

On May 4, 2026, at 4:47 PM, GARY MIRTLE <gmirtle@shaw.ca> wrote:

Jamie I would appreciate receiving an update on the MICC account as we have not seen anything since yearend.

Thanks

Gary

darren eaoinc.com

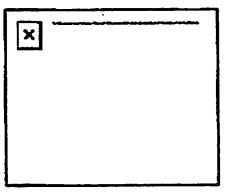
From: Jamie Stewart <jamie@stewartmortgage.ca>
Sent: May 15, 2026 11:36 AM
To: Brett Mirtle; darren eaoinc.com; ed eaoinc.com; Gary Mirtle
Subject: April 2026 Summary
Attachments: 04-April-2026.pdf

Hi Guys

Here is the April 2026 summary.

Thank you

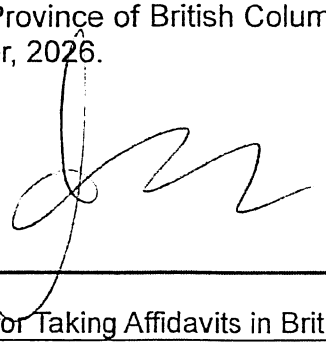
--



Jamie Stewart
Stewart Mortgage Corp.
A: 207 - 310 Nicola St. Kamloops, BC V2C 2P5
P: 250.372.1995 **F:** 250.374.4945
E: jamie@stewartmortgage.ca **W:** www.stewartmortgage.ca

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

This is **Exhibit** F referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

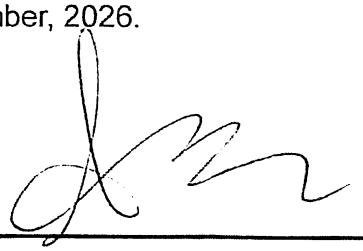


A Commissioner for Taking Affidavits in British Columbia.

Kam-Mic Investment Corp. Mortgage Portfolio Summary - Month: April 2026

Acct.	Mortgagor	Address	LTV	Interest Only	Matures	Qual. Con. 1st	Qual. Res. 1st	Qual. Res. 2nd	Non.Qual. Res	Other	Past 61 days	Current	Rate	Term	Rank
250	Sumel	5455 Yellowhead Highway Kamloops	68	Yes	Aug.15/26	$ -	$ 52,181.19	$ -	$ -	$ -		Yes	10	1	1
405	Headhunters Hair	350 Seymour St. Kamloops	75	Yes	July 15/26	$ -	$ -	$ -	$ 98,812.95	$ -		Yes	10	1	1
424	Hunter	5664 Canim Hendrix Rd. Wiliams Lake	64.2	Yes	July 1/26	$ -	$ 225,000.00	$ -	$ -	$ -		Yes	12	1	1
471	Pennell	37 Vavenby Bridge Rd. Vavenby	75	No	Jan. 1/27	$ -	$ -	$ -	$ 155,161.42	$ -		Yes	10	1	1
480	Carhoun	1545 Hugh Allan Dr. Kamloops	50	Yes	July 15/26	$ -	$ -	$ -	$ -	$ 350,000.00		Yes	10	1	1
497	Hunter	5664 Canim Hendrix Rd. Wiliams Lake	65	No	Nov. 1/26	$ -	$ -	$ -	$ 93,934.13	$ -		Yes	12	1	2
540	McMahon	816 Clearwater Village Rd. + 4 other Parcels Clearwat	43.5	Yes	June 15/26	$ -	$ 300,000.00	$ -	$ 70,000.01	$ -		Yes	10	1	1
548	North 51 Holdings	Airport Rd. Revelstoke BC	30	Yes	Jan 1/27	$ -	$ -	$ -	$ -	$ 600,000.00		Yes	13	1	1
550	Farough	3796 Copper Creek Rd. Kamloops (Red Lake)	60	Yes	Mar 1/27	$ -	$ -	$ -	$ 465,000.00	$ -		Yes	10	1	1
569	Alexander	1947 Valleyview Dr. Kamloops	48	Yes	May 1/27	$ -	$ 276,250.00	$ -	$ -	$ -		Yes	10	1	1
574	Wild Duck Inn	1720 Fremont St. Port Coquitlam	25	Yes	July 1/26	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	10	1	1
589	Perry	636 Battle St. Kamloops	33	Yes	May 15/26	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	12	1	1
592	Clearwater Redd-mix	7569 McCarthy Rd. Bridge Lake BC	70	Yes	June 15/26	$ -	$ -	$ -	$ 357,000.00	$ -		Yes	10	1	1
593	Eisan	312 - 360 Battle St. Kamloops	30	Yes	July 1/26	$ -	$ 125,000.00	$ -	$ -	$ -		Yes	16	1	1
596	North 51 Holdings	705 Center St. Revelstoke	60	Yes	Oct 15/26	$ -	$ -	$ -	$ 750,000.00	$ -		Yes	16	1	1
603	Pawlyshyn	1555 Howe Rd. Kamloops	28	Yes	Jan 15/27	$ -	$ 60,000.00	$ -	$ -	$ -		Yes	10	1	1
606	Germyn	9115 Kealty Rd. Kamloops	18	Yes	Feb 15/27	$ -	$ 49,592.30	$ -	$ -	$ -		Yes	11	1	1
609	Kampan Developments Ltd.	2713 Beachmount Cres Kamloops	68	Yes	Feb 1/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
619	Ojavee-Singer Developments	3 - 2575 Elston Rd.	70	Yes	June 1/26	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
622	Trout Creek Construction	864 Cantle Kamloops	62	Yes	July 15/26	$ -	$ 620,000.00	$ -	$ -	$ -		Yes	10	1	1
624	Chinook Construction Ltd.	Lot 67 Highland Blnd Bay	60	Yes	May 15/26	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
625	McKay	723 Park Dr. Clearwater	65	Yes	July 15/26	$ -	$ 100,000.00	$ -	$ -	$ -		Yes	13	1	1
628	Kamloops Care Home Ltd.	55 W. Nicola	15.75	Yes	July 15/26	$ -	$ 115,310.48	$ -	$ -	$ -		Yes	10	1	1
632	1275750 B.C. Ltd.	2146 Lupin Kamloops	65	Yes	July 15/26	$ -	$ -	$ -	$ 650,000.00	$ -		Yes	10	1	1
633	MacFin Developments	16 - 1900 Ord Rd. Kamloops	65	Yes	Aug 15/26	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
635	0930141 B.C. Ltd.	Lot 42 Centennial Dr. Blnd Bay	70	Yes	June 1/26	$ -	$ 430,000.00	$ -	$ -	$ -		Yes	10	1	1
636	K. Builders Mechanical	1264 Montgomery Place, Chase	70	Yes	July 1/26	$ -	$ 375,000.00	$ -	$ -	$ -		Yes	10	1	1
637	CBT Mechanical	1827 Gelich Ave Kamloops	65	Yes	July 15/26	$ -	$ 351,402.32	$ -	$ -	$ -		Yes	10	1	1
638	Lougheed	3920 Heffley-Louis Creek Rd.	30	Yes	Sept 1/26	$ -	$ -	$ -	$ 350,000.00	$ -		Yes	10	1	1
639	1275750 B.C. Ltd.	1620 Tranquile Rd	70	Yes	Aug 15/26	$ -	$ 327,500.00	$ -	$ -	$ -		Yes	10	1	1
640	K. Builders Mechanical	Lot E Copperview Dr. Blnd Bay	70	Yes	Oct 15/26	$ -	$ 500,000.00	$ -	$ -	$ -		Yes	10	1	1
642	Engl Construction	77 Peter Rd. Kamloops	47	Yes	Dec 15/26	$ -	$ 525,000.00	$ -	$ -	$ -		Yes	11	1	1
643	James	1304 Lamar/406-683 Victoria St.	28	Yes	Oct 1/26	$ -	$ 435,000.00	$ -	$ -	$ -		Yes	12	1	1
644	Hovencamp	7265 Heffley Louis Creek Road	52	Yes	Dec 15/26	$ -	$ 229,945.21	$ -	$ -	$ -		Yes	12	1	1
647	Farough	Lot A 3796 Copper Creek Rd. Kamloops (Red Lake)	65	Yes	June 1/26	$ 575,000.00	$ -	$ -	$ -	$ 200,000.00		Yes	12	1	1
649	K&C's Construction	Lot F Copperview Drive, Blnd bay, BC	25	Yes	Sept 1/26	$ -	$ 400,000.00	$ -	$ -	$ -		Yes	10	1	1
650	Hagglund/0731852 B.C. Ltd	LOT 1 Tappen Notch Hill Rd	35	Yes	Sept 15/26	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	12	1	1
651	Hascarl Property Holdings	710 Whatshan Lake Road	50	Yes	Oct 15/26	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	10	1	1
652	Coombs	1906 Qu'Appelle Blvd	48	Yes	Sept 1/26	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
						$ 575,000.00	$ 7,117,181.50	$ -	$ 4,187,908.51	$ 2,150,000.00					
	Total Portfolio	$14,030,090.01													
	% of Portfolio=		52.2167			4.10	50.73	0.00	29.85	15.32	100.00		10.872		

This is **Exhibit** G referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

darren eaoinc.com

From: darren eaoinc.com
Sent: August 24, 2026 8:45 AM
To: 'Raven, Sterling'
Subject: RE: Kam-Mic

Hi Sterling!

Yes, call me any time!

Darren Ovington, CPA, CA
D.M. Ovington CPA Inc., Chartered Professional Accountant
#202 – 242 Victoria Street
Kamloops, B.C. V2C 2A2
Tel (250) 374-4444
Fax (250) 374-2644

Please note: During the months of July and August 2026 our office will be closed on Fridays.

From: Raven, Sterling <Sterling.Raven@td.com>
Sent: August 21, 2026 2:40 PM
To: darren eaoinc.com <darren@eaoinc.com>
Subject: Kam-Mic

Hi Darren,

Reaching out about Kam-Mic as you are a signing authority on the accounts.

We previously met at your office when I was working with Kyle Blais on Missagh's lending.

Wondering if we could schedule a time chat about Kam-Mic.

Let me know.

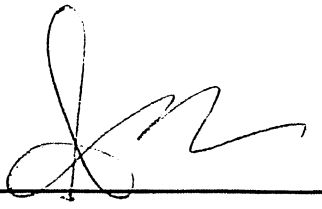
Thanks,

Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking
Transit #9158 | BC Interior Commercial Center |
Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
C: 250-571-4184 F: 250-314-5066
Email: sterling.raven@td.com

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click here or go to the following web address: www.td.com/tdoptout
Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer ici ou vous rendre à l'adresse www.td.com/tddesab

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to www.td.com/legal for instructions.
AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgation interdites sans permission. Si reçu par erreur, prière d'aller au www.td.com/francais/avis_juridique pour des instructions.

This is **Exhibit** H referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

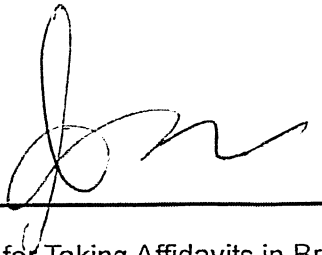


A Commissioner for Taking Affidavits in British Columbia.

KAM-MIC INVESTMENT CORP.
SUMMARY OF TD CANADA TRUST LOC ADVANCES AND PAYMENTS
SEPTEMBER, 2024 TO AUGUST, 2026

	PAYMENTS	ADVANCES	BALANCE	
Aug 31-24			575,000	LOC BALANCE PER FS
Sep 16-24		5,000	580,000	
Sep 17-24		30,000	610,000	
Sep 19-24		10,000	620,000	
Sep 26-24	30,000		590,000	
Oct 01-24	5,000		585,000	
Nov 18-24	5,000		580,000	
Nov 19-24		5,000	585,000	
Nov 21-24		30,000	615,000	
Nov 22-24		40,000	655,000	
Nov 29-24		70,000	725,000	
Dec 02-24		140,000	865,000	
Dec 03-24		10,000	875,000	A
Dec 04-24		30,000	905,000	
Dec 05-24		65,000	970,000	
Dec 12-24		175,000	1,145,000	
Dec 18-24		30,000	1,175,000	
Dec 19-24		5,000	1,180,000	
Dec 31-24		5,000	1,185,000	
Jan 02-25	10,000		1,175,000	
Jan 17-25		140,000	1,315,000	
Jan 21-25	5,000		1,310,000	
Jan 31-25		10,000	1,320,000	
Feb 04-25	5,000		1,315,000	
Feb 20-25	5,000		1,310,000	
Feb 28-25		5,000	1,315,000	
Mar 27-25	5,000		1,310,000	
Mar 31-25		10,000	1,320,000	
Apr 15-25		300,000	1,620,000	
Apr 22-25	5,000		1,615,000	
Apr 30-25		10,000	1,625,000	
May 12-25	5,000		1,620,000	
May 30-25		10,000	1,630,000	
Jun 19-25	5,000		1,625,000	
Jun 30-25		10,000	1,635,000	
Jul 09-25		10,000	1,645,000	
Jul 11-25		50,000	1,695,000	
Jul 16-25	5,000		1,690,000	
Jul 31-25		10,000	1,700,000	
Aug 08-25		60,000	1,760,000	
Aug 19-25		80,000	1,840,000	
Aug 31-25			1,840,000	BALANCE PER FS
Sep 04-25		90,000	1,930,000	
Sep 05-25		5,000	1,935,000	
Sep 12-25		5,000	1,940,000	
Sep 17-25		45,000	1,985,000	
Sep 29-25		10,000	1,995,000	
Oct 07-25	520,000		1,475,000	
Oct 08-25		5,000	1,480,000	
Oct 15-25		110,000	1,590,000	
Oct 31-25		5,000	1,595,000	
Nov 17-25	10,000		1,585,000	
Nov 20-25		30,000	1,615,000	
Nov 28-25		50,000	1,665,000	
Dec 01-25		135,000	1,800,000	
Dec 02-25		115,000	1,915,000	
Dec 03-25	275,000		1,640,000	
Dec 05-25		40,000	1,680,000	
Dec 09-25		85,000	1,765,000	
Dec 10-25		155,000	1,920,000	
Dec 15-25		10,000	1,930,000	
Dec 17-25		5,000	1,935,000	
Dec 23-25		50,000	1,985,000	
Dec 31-25		10,000	1,995,000	
Jan 06-26		15,000	2,010,000	
Jan 09-26	5,000		2,005,000	
Feb 06-26	5,000		2,000,000	
Feb 13-26		5,000	2,005,000	
Feb 25-26	15,000		1,990,000	
Feb 27-26		5,000	1,995,000	
Mar 27-26		5,000	2,000,000	
Mar 31-26		10,000	2,010,000	
Apr 17-26	15,000		1,995,000	
May 07-26	5,000		1,990,000	
May 29-26		10,000	2,000,000	
Jun 30-26		10,000	2,010,000	
Jul 09-26	20,000		1,990,000	
Jul 31-26		10,000	2,000,000	
Aug 31-26	95,000		1,905,000	AGREED TO TD BANK ONLINE BALANCE

This is **Exhibit** J referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

May 28, 2026

LETTER OF AGREEMENT

The Toronto-Dominion Bank (the "Bank") is pleased to offer the following credit facilities (individually the "Facility" and collectively the "Facilities") subject to the terms and conditions set forth below and in the attached Schedule(s) (collectively the "Agreement").

Borrower KAM-MIC INVESTMENT CORP
310 NICOLA ST UNIT 207, KAMLOOPS, BC, V2C 2P5

(individually or collectively referred to herein as the "Borrower")

CREDIT FACILITIES

FACILITY 1 **OPERATING LOAN**

Available To: KAM-MIC INVESTMENT CORP

Purpose: Fund mortgage investments

Credit Limit: CADS2,000,000.00 but never to exceed the Borrowing Limit.

Borrowing Options: Advances are available at the Borrower's option by way of:

. Prime Rate Based Loans in CAD bearing interest at Prime Rate +1.250% per annum

Borrowing options are subject to the additional fees and charges set out in this Agreement and any other agreement which includes additional terms and conditions agreed to by the Borrower.

Tenor: Uncommitted and made available at the Bank's discretion, repayable on demand and cancellable at any time. This Facility is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or covenants set out herein. The breach of a term or condition is not a precondition to the Bank's right to accelerate repayment and cancel the availability of this Facility at its sole discretion.

Administration Fee: CADS175.00 payable Monthly.

Limit Excess Fee: CADS500.00 payable for excess monitoring requirements each time that the Credit Limit is exceeded, with any extension of credit above the Credit Limit being at the Bank's sole and absolute discretion.

Drawdown: As required.
Notice periods, minimum draw amounts and other drawdown provisions are set out in the Schedule "A" attached hereto. Drawdown is subject to the Disbursement Conditions set out herein.

Access to Credit: Credit under this Operating Loan is accessed by requesting a drawdown by way of an available Borrowing Option. Upon satisfaction of any Drawdown terms and Disbursement Conditions funds shall be deposited into the Current Account.

Prime Rate Based Loans hereunder are accessed via one of the following, as determined by the Bank:

- Business Credit Service loan ("BCRS") by withdrawing funds from the Current Account. Each BCRS advance will be in an amount equal to $5,000.00 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, each advance from the BCRS may be in an amount sufficient to cover the debits made to the Current Account. Upon programming of BCRS, all other overdraft privileges on the Current Account are cancelled, and all outstanding overdraft amounts under any other agreements are included in indebtedness under this Agreement.
  The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the BCRS to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the BCRS.

Repayment: On Demand.

BORROWING LIMIT

For Facility:	Borrowing Limit
All	Amounts outstanding under Facility #1 will at all times be the lesser of: i) CAD $ 2,000,000.00 and, ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas: Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages. No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value. Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA. For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value. Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population). Maximum of 2 mortgages per borrower are eligible for margin. Mortgage amortization up to 30 years is acceptable.

INTEREST PAYMENTS

For all Facilities, interest payments, interest periods, contract maturity, interest payment dates and other related information are set out in Schedule "A" attached hereto unless otherwise stated in this Letter Agreement, Rate and Payment Terms Notices, or other notices delivered by the Bank to the Borrower in respect of a specific drawdown. Information on interest rate and fee definitions and interest rate calculations are set out in the Schedule "A" attached hereto.

FEES

In addition to any fees applicable to each Facility as described above, the Borrower will pay the following:

Late Reporting: CAD$750.00 payable each time reporting is not provided within the timelines established in the Reporting Covenants, and payable Monthly thereafter until reporting is provided to the Bank.

Renewal: CAD$3,000.00 payable Annually by KAM-MIC INVESTMENT CORP upon completion of credit review.

SECURITY

The following security shall be provided and, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, credit cards, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form(s), supported by resolutions (where applicable) and solicitor's opinion, all in a form acceptable to the Bank:

- General Security Agreement ("GSA") from KAM-MIC INVESTMENT CORP representing a 1st charge on all its present and after acquired personal property.
- General Hypothecation of Collaterals from KAM-MIC INVESTMENT CORP.

All persons and entities required to provide a guarantee or suretyship shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees, along with any further security and guarantees as may be required by the Bank in the future, shall be referred to collectively in this Agreement as "Bank Security".

GENERAL COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors (Borrower, subsidiaries and Guarantors collectively known as the "Obligors") will, observe the Standard Positive Covenants and Standard Negative Covenants set out in Schedule "A" and the following Reporting, Financial, Positive and Negative Covenants.

Reporting Covenants

The Obligors will:

#	For Facility:	Covenant:
1	All	Annual Review Engagement financial statements for Kam-mic Investment Corp. within 120 calendar days of fiscal year end.

2	All	Provide the Bank with a monthly breakdown of the mortgage portfolio in a format specified by the Bank, within 15 days of the following month, complete with compliance certificate executed by the Borrower's senior officer. Compliance certificate is to be signed off stating that all mortgages listed are valid charges and have not been assigned to any other party. Mortgage listings to include but is not limited to the following components: Borrower name Property type and location Property address Property legal description Land Titles registration number for MIC mortgage Purchase price Appraised value Priority of charge Details of any prior encumbrances Outstanding principal balance of mortgage Current value Loan to value including prior encumbrances (if any) Term start & maturity date Payment amount and frequency Interest rate # Days payments are in arrears
3	All	Renewal is subject to an annual audit and review of 10% of the mortgage files and a minimum of 20% of the eligible outstanding amount of the portfolio (Minimum 5 files). Review to include audit of security documents, credit granting & underwriting practices, and supporting documentation including (but not limited to) the following: - Land Title Registered Mortgage - Appraisal Note: Appraisal to be current (less than 6 months old) and prepared by CRA/AACI, acceptable to the Bank. - Evidence of Fire Insurance showing Borrower as Loss Payee - State of Title Certificate - Solicitor's Final Opinion - Confirmation of prior charges (if any) - Credit Report - Evidence of payment of Property Taxes

Financial Covenants
The Obligors will:

#	For Facility:	Covenant:
1	All	Amounts outstanding under Facility #1 will at all times be the lesser of: i) CAD $ 2,000,000.00 and, ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas: Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages. No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.

		Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA. For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value. Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population). Maximum of 2 mortgages per borrower are eligible for margin. Mortgage amortization up to 30 years is acceptable.
2	All	Maximum Total Debt to Tangible Net Worth not to exceed 0.50:1.00. Whereas: Total Debt is defined as all liabilities of the Borrower excluding postponed shareholder's loans. Tangible Net Worth is defined as retained earnings plus share capital plus postponed shareholder's loans less loans/ investments to other parties (excluding mortgage receivables) and intangibles.
3	All	Maintain an Interest Coverage Ratio of not less than 3:1, tested annually based on accountant prepared financials of the Borrower. Interest Coverage ratio is calculated as: (Earnings before Interest and Income Taxes) / (Interest)

Positive Covenants

The Obligors will:

#	For Facility:	Covenant:
1	All	Any mortgages that are at variance must be confirmed in writing, any variance requests are subject to a review fee of $200.
2	All	Lodged mortgages are to be supported by their security, credit granting/underwriting practices and supporting due diligence documentation including: Copy of Land Title registered mortgage. Appraisal (Canadian Residential Appraiser (CRA)/AACI required for commercial properties). Evidence of fire insurance showing Borrower as Loss Payee. Solicitor's Final report. Property Tax Certificate or Confirmation that property taxes are current. Clean Environmental report from qualified consultant (as required). Credit Bureau Report. Confirmation of Prior Encumbrances.
3	All	Bank to conduct quarterly randomly selected title searches on 10% of the eligible qualified mortgages. Search will be for a minimum of 3 files, and take place based on the quarter-end reports of November, February, May, and August. All expenses incurred in performing these searches will be charged to the Borrower.

Negative Covenants

The Obligors will not:

#	For Facility:	Covenant:
1	All	Mortgages are not to be assigned to any other party.
2	All	Borrower is not to incur additional third party debt without prior written consent of the Bank.
3	All	The Borrower will not make distributions to shareholders or redeem shares without prior written consent of the Bank. This is to be gated by the Borrower being onside of their Debt to Tangible Net Worth and Interest Coverage financial covenants based on annual financial statements.

Permitted Liens

Permitted Liens as referred to in the Standard Negative Covenants set out in Schedule "A" are:

#	Covenant:
1	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

REPRESENTATIONS AND WARRANTIES

All representations and warranties in this Agreement shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

GOVERNING LAW

This Agreement and the Bank Security, unless otherwise stated therein, shall be governed by and construed in accordance with the laws of and the laws of Canada applicable therein.

PRIVACY

You agree that the Bank (which includes The Toronto-Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy and you agree to the Application of Privacy Policy to Related Parties in Schedule "A". You can find our Privacy Policy online at td.com/privacy.

SCHEDULES TO THIS AGREEMENT

Schedule "A" Sets out the Standard Terms and Conditions which apply to the Facilities, unless this Letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCEPTANCE

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the attached Schedules), please do so by signing and returning the attached duplicate copy of this Agreement to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **July 31, 2026**.

Yours truly,

THE TORONTO-DOMINION BANK

Samantha Hoogstins	Samantha Hoogstins, Account Manager	June 1, 2026
Signature	Print Name & Position	Date

	Sterling Raven, Manager Commercial Services	June 2, 2026
Signature	Print Name & Position	Date

TO THE TORONTO-DOMINION BANK:

KAM-MIC INVESTMENT CORP

The Borrower acknowledges and agrees to the terms and conditions of this Agreement, including the Schedules attached hereto. The following persons have the power to bind the Borrower. The Borrower confirms that, except as provided above, the credit facility provided herein will not be used by or on behalf of any third party.

	Jamie Stewart - Managing Director	August 17, 2026
Signature	Print Name & Position	Date
	Gary Mirtle - Director	August 24, 2026
Signature	Print Name & Position	Date

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

A Term CORRA rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty-five (365).

A Term SOFR rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

Interest rates will never be less than zero. If Prime Rate, U.S. Prime Rate, Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a loan with an interest rate based on Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing negative interest rate floor shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction that interest rates shall never be less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other benchmark prior to its discontinuance or unavailability. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Prime Rate, U.S. Prime Rate, USBR, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate and any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain Term CORRA, Daily Compounded CORRA Daily Simple SOFR, Term SOFR or any other benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans, USBR Loans and U.S. Prime Rate Based Loans is calculated daily (including February 29 in a leap year), compounded for Prime Based Loans, and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable in arrears on the interest payment dates set out in the notice delivered by the Bank to the Borrower based on the number of days the subject loan is outstanding. Interest is charged on February 29 in a leap year.

Interest on Term CORRA Loans and Term SOFR Loans is calculated and payable in arrears at the end of the interest period set out in the notice delivered by the Bank to the Borrower for the number of days in the Term SOFR or Term CORRA interest period, as applicable. Interest is charged on February 29 in a leap year.

Unless otherwise agreed to by the Bank, interest rate periods for Term CORRA Loans are 1 and 3 months and interest rate periods for Term SOFR Loans are 1, 3 and 6 months. Unless otherwise agreed to by the Bank, interest rate periods for Term CORA Loans and Term SOFR Loans must be the same as the applicable interest rate selected.

Interest on Fixed Rate Term Loans is compounded monthly, except for Fixed Rate Term Loans advanced under a Mortgage Loan Facility where interest is compounded semi-annually, and is payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of [interest] at a [criminal rate] (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate 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 be so prohibited by applicable law or so result in a receipt by the Bank of [interest] at a [criminal rate], such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

3. DRAWDOWN PROVISIONS

Fixed Rate Term Loans

There is no minimum amount of drawdown for Fixed Rate Term Loans, except as stated in this Agreement. The Borrower shall provide the Bank with at least three (3) Business Days' notice of a requested drawdown and will advise the Bank of its selection of drawdown options from those made available by the Bank. At least ten (10) Business Days prior to each Rate Term Maturity, the Borrower shall provide the Bank with notice of its selection of the new Rate Term for the Fixed Rate Term Loan. The Bank will, after each drawdown, send a Rate and Payments Terms Notice or other notice to the Borrower.

Prime Rate Based, U.S Prime Rate Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Rate Based Loans, U.S. Prime Rate Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Prime Rate Based Loan, U.S. Prime Rate Based Loan or USBR Loan over $1,000,000.

Term CORRA Loans and Daily Compounded CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term CORRA Loan or a Daily Compounded CORRA Loan is CAD$1,000,000. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Term CORRA Loan or Daily Compounded CORRA Loan. The Borrower shall advise the Bank of the requested Term CORRA Loan and Daily Compounded CORRA Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term of a Term CORRA Loan or Daily Compounded CORRA Loan or exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

Term SOFR Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term SOFR Loan or a Daily Simple SOFR Loan is USD$1,000,000. The Borrower will provide the Bank with three (3) Business Days' notice of a requested Term SOFR Loan or Daily Simple SOFR Loan. The Borrower shall advise the Bank of the requested Term SOFR Loan or Daily Simple SOFR Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term or interest period of a Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

CORRA and SOFR Loans - Repayment, Roll Over, Conversion Notice

At least ten (10) days prior to the contract maturity and at least three (3) days prior to the last day of the interest period for a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, the Borrower will advise the Bank of its election to repay the loan in full; roll over the loan by electing to continue such loan for an additional interest period for the same tenor as the initial period, and thereafter, each successive period, (subject to availability hereunder); or convert the loan to another interest rate type and term available under this Letter Agreement. In no event shall the term of any Term CORRA Loan, Daily Compounded CORRA Loan,

Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Bank will, after each drawdown or election hereunder with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, send a Rate and Payment Terms Notice or other noticed delivered by the Bank to the Borrower.

LCs, GTF DLCs and GTF SBLCs

The Bank shall have the discretion to restrict the maturity date of LCs, GTF DLCs and GTF SBLCs.

SOFR and CORRA - Conversion

Any portion of any Term CORRA Loan or Daily Compounded CORRA Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term CORRA Loan or the Daily Compounded CORRA Loan. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Any portion of any Term SOFR Loan or Daily Simple SOFR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a USBR Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term SOFR Loan or the Daily Simple SOFR Loan. The Bank may charge interest on the amount of the USBR Loan at the rate of 115% of the rate applicable to USBR Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to USBR Loans.

SOFR and CORRA - Market Disruption, Benchmark Cessation

If the Bank determines, in its sole discretion, that (i) a normal market in Canada for the making of any or all tenors of Term CORRA Loans or Term SOFR Loans, or for the making of Daily Compounded CORRA Loans, Daily Simple SOFR Loans or any other loan other than Prime Rate Based Loans, U.S. Prime Rate Based Loans, USBR Loans does not exist, (ii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, US Prime Rate and USBR cannot be determined in accordance with the definition thereof on any given day, (iii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, U.S. Prime Rate and USBR for any requested interest period with respect to a proposed loan does not adequately and fairly reflect the cost to the Bank of making and maintaining such loan, or (iv) a Benchmark Replacement Date has occurred with respect to a benchmark rate any right of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any such drawdown (including any rollover or conversion) request during the suspension period for (i) Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) Term SOFR Loans or Daily Simple SOFR Loans, as applicable, shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under any uncommitted Facility hereunder to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under any uncommitted Facility hereunder even if the drawdown results in amounts outstanding in excess of the Credit Limit.

4. PREPAYMENT

Fixed Rate Term Loans

(a) **10% Prepayment Option Chosen.**
Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.

Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and ii)

the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the Rate Term Maturity, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

(b) 10% Prepayment Option Not Chosen.

The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and

ii) the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term Maturity when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Term CORRA Loans and Term SOFR Loans

The Borrower may prepay the whole or any part the principal outstanding under a Term CORRA Loan or Term SOFR Loan at any time upon payment of all interest accrued to the date of the prepayment, all costs to the Bank in unwinding the Term CORRA Loan or Term SOFR Loan and any loss suffered by the Bank in re-employing the amounts so repaid.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, other than Daily Compounded CORRA Loans and Daily Simple SOFR Loans, at any time upon payment of all accrued interest to the date of the prepayment without the payment of prepayment charges.

The Borrower may prepay the whole or any part of the principal outstanding under a Daily Compounded CORRA Loan and Daily Simple SOFR Loan at any time upon payment of all accrued interest to the date of the prepayment, all costs to the Bank of unwinding the Daily Compounded CORRA Loan or Daily Simple SOFR Loan and any loss suffered by the Bank in re-employing amounts so repaid.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns or make any loan or advance hereunder at any time is subject to the following conditions precedent:

a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank: i) A copy of this Agreement duly executed by the Borrower;

ii) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement; iii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement; iv) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder; v) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder; vi) All operation of account documentation; and vii) For drawdowns under a Facility by way of GTF LC, the Bank's standard GTF Documents applicable to the GTF LC being issued. b) The representations and warranties contained in this Agreement are correct.

c) There has not been prior to any drawdown, any change in any information, statements, representations, or warranties made or furnished to the Bank by or on behalf of the Borrower which cannot be or is not rectified by the Borrower to the Bank's satisfaction within ten (10) days after written notification thereof by the Bank to the Borrower.

d) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.

e) The Bank has received the Setup Fee payable hereunder (if any) and any other fee payable hereunder prior to any drawdown and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.

b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.

d) There are no actions, suits, or proceedings, including appeals or applications for review, or any knowledge of pending or threatened actions, suits, or proceedings against the Borrower, any of the Borrower's subsidiaries, any Guarantor, or any real property mortgaged under the Bank Security which would result in a Material Adverse Change.

e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises, and the certified rent roll delivered to the Bank, if applicable, presents an accurate description of all matters set out therein.

g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and worker's compensation dues are currently paid and up to date.

h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions, and other encumbrances, save and except for those approved by the Bank in writing.

i) The entering into and performance of its obligations set out herein does not result in the creation of any lien, charge, security, interest or other encumbrance (except to the Bank) upon any of its assets pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which it is a party or by which it or its assets may be bound.

j) No approval, consent or withholding of objection is required from any government or any regulatory authority, agency, commission or board or any court or, without limitation to the foregoing, any other law, regulation or rule-making entity or any person acting or purporting to act under the authority of any of the foregoing with respect to the entering into and performance by it of its obligations set out herein, or, if such approval is required, it has been obtained.

k) All information that the Borrower has provided to the Bank is accurate and complete, including, without limitation, where applicable:

i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners; ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and iii) the Borrower's ownership, control, and structure.

No representation or warranty or other statement made by the Bank concerning this Agreement shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

a) Pay all amounts of principal, interest, fees and expenses on the dates, times and place specified herein, under the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower, and under any other agreement between the Bank and the Borrower.

b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.

c) Advise promptly after the happening of any event which may result in a Material Adverse Change or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.

e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of, and all other security granted by the Borrower.

f) Pay all taxes, assessments, and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.

g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(k).

h) Maintain property, plant and equipment in good repair and working condition.

i) Provide notification if a tenant or tenants generating, in aggregate, a significant amount of gross rental income from any real property mortgaged under the Bank Security, defaults or default under its or their lease(s).

j) Provide copies of leases, offers to lease, licences and offers to license executed after any drawdown, to the Bank upon request. All such leasing and licensing shall be undertaken in accordance with prudent business practices.

k) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, property, assets, reputation or prospects of the Borrower, any of the Borrower's subsidiaries and any of the Guarantors or may result in a Material Adverse Change.

l) Provide such additional security, guarantees and other agreements and documentation as may be required from time to time by the Bank or its solicitors.

m) Continue to carry on the business currently being carried on by the Borrower, its subsidiaries and each of the Guarantors at the date hereof.

n) Maintain adequate insurance on all of its assets, undertakings, and business risks.

o) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.

p) Comply with all applicable laws and regulations.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its real or personal property, assets or undertakings, now owned or hereafter acquired, including, without limitation, any real property mortgaged under the Bank Security, and any leases on any real property mortgaged under the Bank Security and the income derived therefrom, except for those Permitted Liens, if any, set out in the Letter.

b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.

c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.

d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired real property, personal property and other assets (including, without limitation, securities and indebtedness of subsidiaries, receivables and leasehold interests) or permit a change in the legal or beneficial ownership of any real property mortgaged under the Bank Security or any other assets forming part of the Bank Security or parts thereof or interests therein, except for inventory disposed of in the ordinary course of business.

e) Terminate or enter into a surrender of any lease of any real property mortgaged under the Bank Security.

f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.

g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, including without limitation, the ownership and operation of any real property mortgaged under the Bank Security, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, emission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed Facility hereunder and cancel any undrawn portion of any committed Facility hereunder, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.

b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.

c) If any representation or warranty made or information provided by any Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by such Guarantor, is false or misleading at any time.

d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.

e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.

f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.

g) If action is taken against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of or enforce proceedings against any real or personal property and assets of the Borrower, any of its subsidiaries, or any of the Guarantors, including without limitation any real property mortgaged under the Bank Security.

h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.

i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.

j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.

k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.

l) If, in the Bank's determination, a Material Adverse Change occurs.

m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

n) If any encumbrance or construction lien is registered upon any real property mortgaged under the Bank Security and is not discharged within ten (10) days after being registered.

o) If a writ of execution, distress, attachment or similar process is issued or levied against all or a substantial portion of any property (including, without limitation, any real property mortgaged under the Bank Security) or other assets of the Borrower, the Borrower's subsidiaries or any Guarantor which might result in a Material Adverse Change to the Borrower, the Borrower's subsidiaries or any Guarantor, unless such writ or process is withdrawn, released, vacated or stayed within thirty (30) days, or a judgment or order shall be rendered against the Borrower, the Borrower's subsidiaries or any Guarantor by a court of competent jurisdiction with respect to such

default and such judgment or order shall not be satisfied in accordance with its terms and shall continue unstayed and in effect for thirty (30) days.

p) If any part of any real property mortgaged under the Bank Security is condemned or expropriated, provided that in respect of any expropriation, only if such expropriation gives rise to proceeds of expropriation in excess of 20% of the appraised value of such real property mortgaged under the Bank Security established as of the date hereof or if such expropriation materially impairs (A) the value of any real property mortgaged under the Bank Security or in any Bank Security or other security delivered to the Bank in connection with this Agreement or (B) the ability of the Borrower to fulfill its obligations under this Agreement.

q) If any part of any real property mortgaged under the Bank Security becomes subject to a condominium regime or any form of multiple ownership or governance.

r) If at any time during the currency of this Agreement, the Bank is of the opinion, acting reasonably, that any real property mortgaged under the Bank Security is not being managed, in all respects, in a satisfactory manner, and the Borrower has not improved the management of such real property to the Bank's satisfaction within thirty (30) days from the date of receiving notice from the Bank (or earlier if the Bank, in its sole discretion, believes prejudice to the Bank or impairment of the Bank Security could result from the current management practices).

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured Term CORRA Loans, Daily Compounded CORRA Loans, Term SOFR Loans and Daily Simple SOFR Loans and the amount of all drawn and undrawn LCs and GTF LCs. All cost to the Bank of unwinding Term CORRA Loans and Term SOFR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under any uncommitted Facility hereunder and cancel any undrawn portion of any uncommitted Facility hereunder, at any time whether or not an Event of Default has occurred.

12. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

13. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

14. CHANGING THE AGREEMENT

a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to any uncommitted Facility hereunder, including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.

b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.

c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit or Borrowing Limit, as applicable.

15. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,

iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

16. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement, including, for greater certainty, if any amounts are not advanced under this Agreement by reason of the failure of the Borrower to satisfy the Disbursement Conditions. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Bank Act, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum. The Bank shall be entitled and is hereby authorized to deduct from the amount available under any Facility, all costs and expenses payable under this Agreement.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Rate Based Loan.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

17. NON-WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

18. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

19. ENTIRE AGREEMENT

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the Facilities (excluding the Ancillary Facilities). Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, Rate and Payment Term notices issued hereunder, and other notices provided by the Bank to the Borrower in connection with the Facilities and the GTF Documents, if applicable, are the entire agreements relating to the Facilities (excluding the Ancillary Facilities) described in this Agreement.

20. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan, LCs, GTF DLCs or GTF SBLCs made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

21. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant and other professional advisors, to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the accountant and other professional advisors may communicate directly with each other.

22. GENERAL INDEMNITY

The Borrower agrees to indemnify the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal and audit expenses) arising or resulting from the indebtedness under this Agreement, this Agreement or in connection with the Bank Security or any breach by the Borrower of any representation, warranty, or covenant under this Agreement or the Bank Security. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

23. CURRENCY INDEMNITY

USD loans must be repaid with USD and CAD loans must be repaid with CAD and, notwithstanding the generality of Section 22, the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX Contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

26. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

27. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

28. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to, without restriction and without notice to or further consent of the Borrower, obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, financial institutions, assignee or purchaser or all or any part of the Facilities herein, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

29. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement.

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgment of the indebtedness and liability hereunder by each Borrower.

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles.

iv) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

v) If the Borrower qualifies as an Eligible Enterprise and the Facilities hereunder are not secured by a mortgage on real property, (a) the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and (b) cancel any LC or GTF DLC issued pursuant to this Agreement, so long as the beneficiary thereunder presents such LC or GTF DLC for cancellation at the issuing branch described thereon and/or, at the Bank's discretion, provides written consent for the cancellation of such LC or GTF LC satisfactory to the Bank to the issuing branch described thereon, without incurring a cancellation charge until the end of the third business day after the day on which the Letter of Credit is issued; and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service.

vi) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

30. CONSENT TO TD HANDLING OF YOUR PERSONAL INFORMATION AND PRIVACY POLICY

In this Section 30 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

You consent to Our Privacy Policy. You agree that the Bank (which includes The Toronto- Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy.

You have choices. The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

Here is a summary of our Privacy Policy.

We collect, use, share and retain your information to:

- ☐ Identify you
- ☐ Process your application
- ☐ Provide you ongoing service
- ☐ Communicate with you
- ☐ Personalize our relationship with you
- ☐ Improve TD products and services
- ☐ Protect against fraud, financial abuse and error
- ☐ Manage and assess our risks
- ☐ Meet legal and regulatory obligations

We collect information (for the purposes set out above) from you and others including:

- Payment card networks
- Lenders
- Insurers
- Fraud prevention agencies and registries
- Any other people you have allowed us to contact
- From your interactions with us, including on your mobile device or the internet, cameras at our property and records of your use of our products and services

We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your Province/territory or outside Canada:

- TD affiliates
- Fraud prevention agencies and registries
- Lenders
- Companies that we work with to provide products or services
- Insurers
- Payment card networks
- Meet legal and regulatory obligations

We retain your information:

We keep your information for as long as we reasonably need it for the purposes set out above.

We may communicate with you:

We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods. You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

Application of Privacy Policy to Related Parties

If:

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of the Bank; or

c) at the time of obtaining a product or service from us, the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of the Bank;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Policy, advise them that they are subject to such policy and inform them that a copy of such policy is available at any TD Canada Trust branch or online at td.com.

The above sections b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

31. CUSTOMER RESOLUTION PROCESS

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?*. You can find this brochure at any retail branch, Commercial Banking Centre, or on our website at td.com.

32. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter, this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions, Rates and Payment Terms Notices and other notices provided by the Bank to the Borrower in connection with this Agreement and, if applicable, the GTF Documents as each may be amended from time to time.

"*All-In Rate*" means the greater of the interest rates that the Borrower pays for a variable rate loan, a Term CORRA Loan, a Term SOFR Loan or the highest fixed rate paid for Fixed Rate Term Loans.

"*Appraised Value*" means the market value of the real property mortgaged under the Bank Security as determined by an appraisal conducted by any Bank-approved person holding the designation of A.A.C.I (Accredited Appraiser Canadian Institute), S.R.A.S. (Senior Realty Appraiser) or from L'Ordre des Evaluateurs Agrees du Quebec using the Uniform Standards of Professional Appraisal Practice.

"*Available Tenor*" means, with respect to the applicable then-current Benchmark, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this

Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement.

"*Benchmark*" means the Term SOFR Reference Rate, Daily Simple SOFR, Term CORRA Reference Rate, or Daily Compounded CORRA, as the case may be.

"*Benchmark Administrator*" means, with respect to a Benchmark, the administrator of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Replacement Date*" means, with respect to a Benchmark, a date and time determined by the Bank, which date shall be no later than the earliest to occur of: (a) in the case of clause (x) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (y) of the definition of "Benchmark Transition Event," the first date on which the regulatory supervisor for the Benchmark Administrator announces that such Benchmark is non-representative, even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

"*Benchmark Transition Event*" means the occurrence of a public statement or publication of information (x) by (i) or on behalf of the Benchmark Administrator, (ii) the regulatory supervisor for the Benchmark Administrator, (iii) the Bank of Canada, (iv) an insolvency official with jurisdiction over the Benchmark Administrator, (v) a resolution authority with jurisdiction over the Benchmark Administrator, or (vi) a court or an entity with similar insolvency or resolution authority over the Benchmark Administrator, announcing that the Benchmark Administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (y) by the regulatory supervisor for the Benchmark Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

"*Branch/Centre*" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"*Contractual Term Maturity Date*" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payment Terms Notice.

"*CORRA*" means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

"*CORRA Administrator*" the Bank of Canada (or any successor administrator).

"*Cross Default Threshold*" means the cross-default threshold set out in the Letter. If no such cross-default threshold is set out in the Letter it will be deemed to be zero.

"*Current Account*" means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in Canadian dollars.

"*Daily Compounded CORRA*" means, for any day (a "*CORRA Rate Day*"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "*CORRA Determination Day*") that is five (5) Business Days prior to (i)

if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website, and (b) zero percent. If by 5:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator's Website and a Benchmark Replacement Date with respect to the Daily Compounded CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's Website; provided that any CORRA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded CORRA for no more than three (3) consecutive CORRA Rate Days.

"*Daily Simple SOFR*" means, for any day (a "*SOFR Rate Day*"), SOFR with interest accruing on a simple daily basis, with the methodology and conventions for this rate (which will include a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate), or any successor thereto, for determining daily simple SOFR for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published SOFR and a Benchmark Replacement Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, Daily Simple SOFR shall mean, for any SOFR Rate Day, a rate per annum equal to the greater of (a) SOFR for the day (such day, a "*SOFR Determination Day*") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) zero percent. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"*Eligible Enterprise*" means, as defined in the Bank Act, a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

"*Fixed Rate Term Loan*" means any loan under a Term Loan Facility or a Mortgage Loan Facility with a fixed interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

"*Floating Rate Term Loan*" means any loan under a Term Loan Facility or a Mortgage Loan Facility with a variable interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

"*Global Trade Finance Letter of Credit*" or "*GTF LC*" means a GTF DLC (documentary letter of credit), GTF SBLC (standby letter of credit or demand guarantee) or similar instrument in form and substance satisfactory to the Bank applied for and issued through TD Securities Global Trade Finance.

"*GTF Documents*" means the Documentary Letter of Credit Application Form, General Trade Finance Agreement, Irrevocable Demand Guarantee / Irrevocable Standby Letter of Credit Application Form, TDfacilitrade Application Form, or other agreements required for the issuance of a GTF LC.

"*Inventory Value*" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions are attached.

"*Letter of Credit*" or "*LC*" means a documentary letter of credit, standby letter of credit, demand guarantee or similar instrument in form and substance satisfactory to the Bank, not including GTF LCs.

Material Adverse Change means any change, effect, event or occurrence (direct or indirect) with respect to the condition (financial or otherwise), reputation, assets, property (including, without limitation, the value of any real property mortgaged under the Bank Security), income (including, without limitation, the vacancy rate or the income earned on any real property mortgaged under the Bank Security), liabilities, obligations (whether absolute, accrued, conditional or otherwise), business, operations, results of operations or prospects of the Borrower, any of the Borrower's subsidiaries or any of the Guarantors, whether of a short term or long term duration, and whether arising from events or circumstances or risks that are known or unknown to the Bank at the date of this Agreement, that is determined by the Bank, in its sole discretion, to be, or has the potential to be, material and adverse to the Borrower, any of the Borrower's subsidiaries or any of the Guarantors.

Maturity Date for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank

Person includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

Purchase Money Security Interest means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

Rate Term means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

Rate Term Maturity means the last day of a Rate Term which day may never exceed the Contractual Term Maturity Date.

Rate and Payment Terms Notice means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown, which Rate and Payment Terms Notice shall form part of this Agreement.

Receivable Value means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

Receivables/Inventory Summary means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

SOFR means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

SOFR Administrator means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

Term CORRA means, for the applicable corresponding interest period of a Term CORRA Loan, the Term CORRA Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term CORRA Administrator; provided, however, if as of 1:00 P.M. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable interest period has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to Term CORRA has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such interest period as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such interest period was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

"*Term CORRA Administrator*" means Candeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Bank in its reasonable discretion).

"*Term CORRA Reference Rate*" means, for the applicable corresponding interest period, the forward-looking term rate based on CORRA.

"*Term SOFR*" means, for the applicable corresponding interest period of a Term SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to Term SOFR has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

"*Term SOFR Administrator*" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

"*Term SOFR Reference Rate*" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

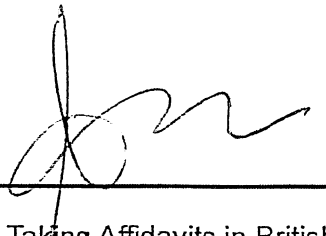
"*USBR*" means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time *as the US Base Rate and published on the Bank's website.*

"*USD*" or "*USD Equivalent*" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

"*USD Current Account*" means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in United States dollars.

"*U.S. Prime Rate*" means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the U.S. Prime Rate and published on the Bank's website.

This is **Exhibit** J referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

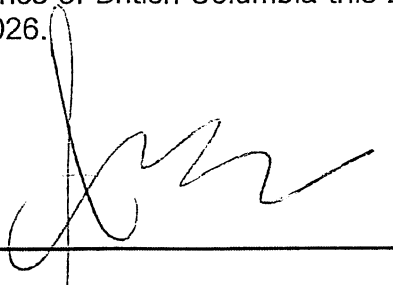


A Commissioner for Taking Affidavits in British Columbia.

Mortgagor	Address	Property Type (Residential, Commercial, etc.)	Property Legal Description (PID)	Land Title Registration Number	Rural	If Rural, under 5,000 population or over 100km from Urban Centre	Purchase Price	Appraised Value	Current Value (if there is updated valuation available)	Priority of Charge	Details of any Prior Encumbrances	Outstanding Principal Balance of Mortgage
Sumal	5455 Yellowhead Highway Kamloops	residential	011-539-429	KL84388	N	Qualifying		$ 300,000.00		1		$ 52,181.19
Headhunters Hair	350 Seymour St. Kamloops	GSA & Life Insurance Policy			N	Qualifying				1		$ 122,812.95
Hunter	5664 Canim Hendrix Rd. Williams Lake	Residential	008-013-900	LB062080	Y	Non qualifying		$ 565,000.00		1		$ 225,000.00
Hunter	5664 Canim Hendrix Rd. Williams Lake	residential	008-013-900	LB468834	Y	Non qualifying		$ 565,000.00		2	1st Mortgage of $225,000 also with Kam-Mic	$ 93,769.43
McMahon	818 Clearwater Village Rd.	residential ranch	003-915-671	CA9276285, CA9276286	Y	Non qualifying		$ 615,000.00		1		$ 299,575.95
North 51 Holdings	Lot 2, SEC 23 Revelstoke BC	development parcel	029-471-389, 012-623-474, 029-471-371	CA4930394, CA4930395	N	qualifying		$ 5,592,000.00		1		$ 900,000.00
Farough	3796 Copper Creek Rd. Kamloops (Red Lake)	Two parcels of land	029-584-116	CA5073485, CA5073486	Y	Qualifying		$ 900,000.00		1		$ 485,000.00
Farough	3796 Copper Creek Rd. Kamloops (Red Lake)	house and parcel of land	029-584-116	CB1346818	Y	Qualifying		$ 900,000.00		2	1st Mortgage of $485,000 also with Kam-Mic	$ 224,000.00
MCH Developments	1608 Emerald Dr. Kamloops	residential	029-883-885	CA6157532, CA6157533	N	Qualifying		$ 555,000.00		1		$ 400,000.00
Perry	638 Battle St. Kamloops	residential	012-414-662	CA7252687, CA7252688	N	Qualifying		$ 1,000,000.00		1		$ 447,490.24
Elsan	312 - 360 Battle St. Kamloops	apartment	023-078-332	CA6682345, CA6682346	N	Qualifying		$ 230,000.00		1		$ 171,400.00
North 51 Holdings	Airport Rd. Revelstoke	Development lands in revelstok	029-471-389	CA6682345, CA6682346	N	Qualifying		$ 5,592,000.00		1		$ 1,149,007.77
Lev-Son Construction	Beachmount Kamloops	Residential	029-913-179	CA6679764, CA6679765	N	Qualifying		$ 870,000.00		1		$ 430,000.00
Farough, Sandra	3796 Copper Creek Rd. Kamloops (Red Lake)	lot of land	032-412-231	CA6679681, CA6679682	Y	Qualifying		$ 350,000.00		1		$ 209,000.00
Kamloops Heating & Air	2713 Beachmount , Kamloops	residential	029-913-471	CA6069727, CA6069728	N	Qualifying		$ 570,000.00		1		$ 400,000.00
Tri-Amm Developments	604 Lorne St. Kamloops BC	townhouse	030-178-924	CA7447978, CA7447979	N	Qualifying		$ 2,550,000.00		2	1st mortgage with interior savings $1,030,000	$ 500,001.64
Moga Moms Online Inc.	1665 Ellis St. Kelowna BC	promissory note			N	Qualifying				1		$ 100,000.00
1079338 B.C. Ltd.	2965 Gilbert Rd Kamloops	residential	010-385-371	CA6169018, CA6169019	N	Qualifying		$ 925,000.00		1		$ 600,000.00
Fraser	1800 Woodridge Rd. Quesnel	residential	024-506-141	CA7993505, CA799350E	N	Qualifying		$ 1,220,000.00		1		$ 545,000.00
Kampan Developments	33 - 2200 Linfield Dr. Kamloops	Residential	028-754-506	CA4285742	N	Qualifying		$ 1,100,000.00		1		$ 550,000.00
McKay	723 Park Drive Clearwater	Residential	005-141-648	CA8590302, CA8590303	Y	Non qualifying		$ 218,000.00		1		$ 100,000.00
Hunt	2820 Silver Birch Lane Pritchard	residential	004-557-441	CA8594957, CA8594958	N	Qualifying		$ 600,000.00		2	1st Mortgage $200,000 0752063 B.C. Ltd	$ 84,799.89
HKR Builders	2155 Lupin Court Kamloops	residential	030-855-578	CA8807360, CA8807461	N	Qualifying		$ 931,000.00		1		$ 600,000.00
Leggit	5632 Rodeo Dr. Kamloops, BC	residential	016-140-271	CA8913696, CA8913697	N	Qualifying		$ 2,225,000.00		1		$ 400,000.00
MacFin Developments	16-1900 Ord Road	duplex	030-770-769	CA9047378, CA9047379	N	Qualifying		$ 610,000.00		1		$ 280,000.00
Lougheed	3920 Heffley-Louis Creek Rd.	residential ranch	016-040-284	CA9302355, CA9302356	Y	Qualifying		$ 1,400,000.00		1		$ 100,000.00
K&C's Construction	Lot F Copperview Drive, Blind bay, BC	residential	029-603-099	CA9420173, CA9420174	N	Qualifying		$ 900,000.00		1		$ 225,000.00
North 51 Holdings	Center St. Revelstoke	Duplex	014-640-775	CA7109156, CA7109157	N	Qualifying		$ 1,245,000.00		1		$ 140,424.00
Kamloops Builders Inc.	6515 & 6519 Savona Access Rd.	Duplex	012-667-056, 012-667-099, 012-667-072	CA9879684, CA9879685	Y	Qualifying		$ 670,000.00		1		$ 400,000.00
Ojavee Homes	8097 Skimikin Rd Chase	Residential	014-134-130	CA8313848, CA8313849	Y	Qualifying		$ 820,000.00		1		$ 400,000.00
1043181 AB Ltd./0731852 BC Ltd	5-1685 Tappen Notch Hill Road	mobile home park/lands	023-107-488, 002-999-838	CB2807085	Y	Qualifying		$ 2,600,000.00		1		$ 1,310,000.00
Clearwater Enterprises	8678 Boutibee Rd. Lac Des Roches	Cabin	008-933-255	CA8085780, CA8085781	Y	Non qualifying		$ 600,000.00		1		$ 400,000.00
Wild Duck Inn & Pub Ltd.	1720 Fremont St. Port Coquitlam	Commercial land	017-648-374	CA9112417, CA9112418	N	qualifying		$ 1,680,000.00		1		$ 420,000.00
Bernhard Hovenkamp	7285 Heffley Louis Creek Road, Louis Creek	Residential	010-064-893	CB1110595, CB1110596	Y	qualifying		$ 500,000.00		1		$ 259,945.21
Joe Carhoun	1545 Hugh Allan Dr. Kamloops	Land	003-019-845	CA1635712	N	qualifying		$ 1,000,000.00		1		$ 500,000.00
0939041 BC Ltd.	Lot 52 Panoramic Way	construction	027-034-985	CB1823089	Y	Qualifying		$ 960,000.00		1		$ 575,000.00
Peter McCurrach	2410 Rocky Point Road	residential	001-488-597	CB2055682, CB2055683	Y	Qualifying		$ 1,700,000.00		1		$ 300,000.00
												$ 14,359,408.97

Confidential

This is **Exhibit** K referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

LTSA

2026-08-31 09:14:00

Title Search Results

Requestor: Leesa Warner

File Reference: 00328-002

26 search results found in Land Title District: All Land Title Districts

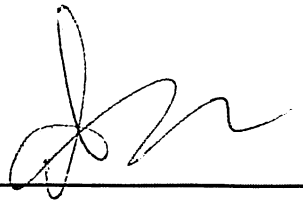
KAM-MIC INVESTMENT CORP.

Title Number	Land Title District	Status	Parcel Identifier	Short Legal Description
No titles for selected owner name.				

Charge Number	Land Title District	Status	Nature of Interest
CB2807085	KA	Registered	MORTGAGE
CB2807086	KA	Registered	ASSIGNMENT OF RENTS
CB1986058	KA	Registered	MORTGAGE
CB1986059	KA	Registered	ASSIGNMENT OF RENTS
CB1823069	KA	Registered	MORTGAGE
CB1823070	KA	Registered	ASSIGNMENT OF RENTS
CB1346618	KA	Registered	MORTGAGE
CA8594957	KA	Registered	MORTGAGE
CA8594958	KA	Registered	ASSIGNMENT OF RENTS
CA8590302	KA	Registered	MORTGAGE
CA8590303	KA	Registered	ASSIGNMENT OF RENTS
CA7252687	KA	Registered	MORTGAGE
CA7252688	KA	Registered	ASSIGNMENT OF RENTS
CA7109156	NE	Registered	MORTGAGE
CA7109157	NE	Registered	ASSIGNMENT OF RENTS
CA5959213	KA	Registered	MORTGAGE

CA5073485	KA	Registered	MORTGAGE
CA5073486	KA	Registered	ASSIGNMENT OF RENTS
CA4129560	KA	Registered	MORTGAGE
CA4129561	KA	Registered	ASSIGNMENT OF RENTS
CA3880575	KA	Registered	MORTGAGE
LB488834	KA	Registered	MORTGAGE
LB62066	KA	Registered	MORTGAGE
KN94386	KA	Registered	MORTGAGE
KN94387	KA	Registered	ASSIGNMENT OF RENTS
KL84388	KA	Registered	MORTGAGE

This is **Exhibit** L referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Sep 14-20	DEPOSIT - SMC		1,256.59				(1,256.59)							
Sep 21-20	BETTY'S BOOKKEEPING	3990		365.63				365.63						
Sep 28-20	DEPOSIT - SMC		16,070.36				(16,070.36)							
Sep 28-20	LOC PAYMENT			15,000.00	15,000.00									
Sep 30-20	BANK CHARGE			19.00								19.00		
Sep 30-20	BCRS ADMIN FEE			175.00								175.00		
Sep 30-20	BCRS LOC INTEREST			1,652.83										1,652.83
Oct 14-20	DEPOSIT - SMC		1,563.03				(1,563.03)							
Oct 28-20	DEPOSIT - SMC		15,462.97				(15,462.97)							
Oct 28-20	LOC PAYMENT			15,000.00	15,000.00									
Oct 30-20	BANK CHARGE			19.00								19.00		
Oct 30-20	BCRS ADMIN FEE			175.00								175.00		
Oct 30-20	BCRS LOC INTEREST			1,659.42										1,659.42
Nov 12-20	DEPOSIT - SMC		226,061.78				(226,061.78)							
Nov 12-20	LOC PAYMENT			225,000.00	225,000.00									
Nov 19-20	REINVESTED DIVIDENDS								496,455.00	(496,455.00)				
Nov 19-20	DIVIDEND PAYMENTS			288,566.98					288,566.98					
Nov 26-20	DEPOSIT - SMC		19,929.88				(19,929.88)							
Nov 26-20	UNKNOWN TRANSFER OUT!!			50,000.00				50,000.00						
Nov 26-20	LOC ADVANCE		30,000.00			30,000.00								
Nov 30-23	BANK CHARGE			19.00								19.00		
Nov 30-23	BCRS ADMIN FEE			175.00								175.00		
Nov 30-23	BCRS LOC INTEREST			1,148.01										1,148.01
Dec 01-20	MNP LLP	4055		8,957.81							8,957.81			
Dec 01-20	UNKNOWN TRANSFER OUT!!			70,000.00				70,000.00						
Dec 01-20	LOC ADVANCE		90,000.00			90,000.00								
Dec 02-20	LOC ADVANCE		35,000.00			35,000.00								
Dec 07-20	UNKNOWN TRANSFER OUT!!			40,000.00				40,000.00						
Dec 07-20	LOC ADVANCE		70,000.00			70,000.00								
Dec 08-20	LOC ADVANCE		10,000.00			10,000.00								
Dec 09-20	LOC ADVANCE		50,000.00			50,000.00								
Dec 11-20	DEPOSIT - SMC		26,396.20				(26,396.20)							
Dec 11-20	LOC ADVANCE		20,000.00			20,000.00								
Dec 14-20	UNKNOWN TRANSFER OUT!!			210,000.00				210,000.00						
Dec 14-20	LOC ADVANCE		210,000.00			210,000.00								
Dec 16-20	DEPOSIT - SMC		4,108.90				(4,108.90)							
Dec 16-20	LOC ADVANCE		5,000.00			5,000.00								
Dec 23-20	LOC ADVANCE		70,000.00			70,000.00								
Dec 29-20	LOC ADVANCE		20,000.00			20,000.00								
Dec 01-20	CATES FORD SOLL & EPP	4054		3,090.65							3,090.65			
Dec 31-20	BANK CHARGE			19.00								19.00		
Dec 31-20	BANK CHARGE			45.00								45.00		
Dec 31-20	BCRS ADMIN FEE			175.00								175.00		
Dec 31-20	BCRS LOC INTEREST			2,217.45										2,217.45
Dec 31-20	LOC ADVANCE		5,000.00			5,000.00								

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Jan 11-21	LOC ADVANCE		10,000.00			10,000.00								
Jan 12-21	DEPOSIT - SMC		106,719.25				(106,719.25)							
Jan 12-21	LOC PAYMENT			110,000.00	110,000.00									
Jan 28-21	UNKNOWN TRANSFER OUT!!			125,000.00				125,000.00						
Jan 28-21	LOC ADVANCE		125,000.00			125,000.00								
Jan 29-21	DEPOSIT - SMC		8,695.63				(8,695.63)							
Jan 29-21	BANK CHARGE			19.00								19.00		
Jan 29-21	BCRS ADMIN FEE			175.00								175.00		
Jan 29-21	BCRS LOC INTEREST			2,691.36										2,691.36
Jan 29-21	LOC PAYMENT			5,000.00	5,000.00									
Feb 08-21	LEEDE FINANCIAL MARKETS INC. ITF SUSAN SHAW	4056		8,291.00						8,291.00				
Feb 12-21	DEPOSIT - SMC		265,055.01				(265,055.01)							
Feb 12-21	LOC PAYMENT			265,000.00	265,000.00									
Feb 17-21	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Feb 17-21	LOC ADVANCE		5,000.00			5,000.00								
Feb 23-21	LOC ADVANCE		5,000.00			5,000.00								
Feb 26-21	PPSA FEE			40.68								40.68		
Feb 26-21	BANK CHARGE			19.00								19.00		
Feb 26-21	BCRS ADMIN FEE			175.00								175.00		
Feb 26-21	BCRS LOC INTEREST			2,179.44										2,179.44
Feb 26-21	LOC ADVANCE		5,000.00			5,000.00								
Mar 04-21	DEPOSIT - SMC		6,612.38				(6,612.38)							
Mar 04-21	LOC PAYMENT			10,000.00	10,000.00									
Mar 16-21	DEPOSIT - SMC		22,722.33				(22,722.33)							
Mar 16-21	LOC PAYMENT			20,000.00	20,000.00									
Mar 31-21	BANK CHARGE			19.00								19.00		
Mar 31-21	BCRS ADMIN FEE			175.00								175.00		
Mar 31-21	BCRS LOC INTEREST			2,060.33										2,060.33
Apr 01-21	DEPOSIT - SMC		176,094.84				(176,094.84)							
Apr 01-21	LOC PAYMENT			175,000.00	175,000.00									
Apr 15-21	DEPOSIT - SMC		247,461.66				(247,461.66)							
Apr 15-21	LOC PAYMENT			245,000.00	245,000.00									
Apr 29-21	DEPOSIT - SMC		6,440.81				(6,440.81)							
Apr 29-21	LOC PAYMENT			10,000.00	10,000.00									
Apr 30-21	BANK CHARGE			19.00								19.00		
Apr 30-21	BCRS ADMIN FEE			175.00								175.00		
Apr 30-21	BCRS LOC INTEREST			1,030.42										1,030.42
Apr 30-21	LOC ADVANCE		5,000.00			5,000.00								
May 18-21	DEPOSIT - SMC		4,306.60				(4,306.60)							
May 18-21	LOC PAYMENT			5,000.00	5,000.00									
May 31-21	BANK CHARGE			19.00								19.00		
May 31-21	BCRS ADMIN FEE			175.00								175.00		
May 31-21	BCRS LOC INTEREST			684.24										684.24

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Jun 02-21	DEPOSIT - SMC		146,282.31				(146,282.31)							
Jun 02-21	LOC PAYMENT			145,000.00	145,000.00									
Jun 18-21	DEPOSIT - SMC		21,772.16				(21,772.16)							
Jun 18-21	LOC PAYMENT			25,000.00	25,000.00									
Jun 25-21	CATES FORD SOLL & EPP IN TRUST	4057		75,000.00				75,000.00						
Jun 25-21	LOC ADVANCE		75,000.00			75,000.00								
Jun 29-21	CATES FORD SOLL & EPP IN TRUST	4058		150,000.00				150,000.00						
Jun 29-21	LOC ADVANCE		150,000.00			150,000.00								
Jun 30-21	BANK CHARGE			19.00								19.00		
Jun 30-21	BCRS ADMIN FEE			175.00								175.00		
Jun 30-21	BCRS LOC INTEREST			270.66										270.66
Jul 05-21	DEPOSIT - SMC		10,522.75				(10,522.75)							
Jul 05-21	LOC PAYMENT			10,000.00	10,000.00									
Jul 16-21	DEPOSIT - SMC		22,674.27				(22,674.27)							
Jul 16-21	LOC PAYMENT			20,000.00	20,000.00									
Jul 16-21	CATES FORD SOLL & EPP IN TRUST	4059		45,000.00				45,000.00						
Jul 16-21	CATES FORD SOLL & EPP IN TRUST	4060		354,000.00				354,000.00						
Jul 19-21	LOC ADVANCE		350,000.00			350,000.00								
Jul 22-21	LOC ADVANCE		45,000.00			45,000.00								
Jul 29-21	DEPOSIT - SMC		9,530.65				(9,530.65)							
Jul 29-21	LOC PAYMENT			5,000.00	5,000.00									
Jul 30-21	BANK CHARGE			19.00								19.00		
Jul 30-21	BCRS ADMIN FEE			175.00								175.00		
Jul 30-21	BCRS LOC INTEREST			1,293.98										1,293.98
Aug 12-21	DEPOSIT - SMC		21,289.13				(21,289.13)							
Aug 12-21	LOC PAYMENT			20,000.00	20,000.00									
Aug 16-21	CATES FORD SOLL & EPP IN TRUST	4061		300,000.00				300,000.00						
Aug 16-21	LOC ADVANCE		300,000.00			300,000.00								
Aug 24-21	BRETT MIRTLE	4062		2,500.00									2,500.00	
Aug 24-21	DARREN OVINGTON	4063		2,500.00									2,500.00	
Aug 24-21	EDWARD OVINGTON	4064		2,500.00									2,500.00	
Aug 24-21	GARY MIRTLE	4065		2,500.00									2,500.00	
Aug 24-21	JAMIE STEWART	4066		2,500.00									2,500.00	
Aug 24-21	CATES FORD SOLL & EPP	4067		367.45							367.45			
Aug 25-21	LOC ADVANCE		5,000.00			5,000.00								
Aug 26-21	DEPOSIT - SMC		16,526.21				(16,526.21)							
Aug 26-21	LOC PAYMENT			20,000.00	20,000.00									
Aug 30-21	LOC ADVANCE		5,000.00			5,000.00								
Aug 31-21	BANK CHARGE			19.00								19.00		
Aug 31-21	BCRS ADMIN FEE			175.00								175.00		
Aug 31-21	BCRS LOC INTEREST			2,418.16										2,418.16
	FISCAL 2020/21 SUBTOTALS		3,103,555.70	3,109,859.50	1,345,000.00	1,700,000.00	(1,403,555.70)	1,419,365.63	785,021.98	(488,164.00)	12,415.91	4,413.68	12,500.00	19,306.30
Sep 07-21	LOC ADVANCE		5,000.00			5,000.00								

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST	LOAN	DIVIDENDS	PREFERRED SHARE	ACCOUNTING	BANK	DIRECTOR	INTEREST
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	CLEARING DR (CR)	INVESTMENTS DR (CR)	PAYABLE DR	CAPITAL DR (CR)	& LEGAL DR	CHARGES DR	FEES DR	CHARGES DR
Sep 14-21	LEEDE FINANCIAL MARKETS INC. ITF SUSAN SHAW	4068		52,860.00						52,860.00				
Sep 15-21	LOC ADVANCE		55,000.00			55,000.00								
Sep 17-21	DEPOSIT - SMC		87,413.80				(87,413.80)							
Sep 17-21	LOC PAYMENT			90,000.00	90,000.00									
Sep 27-21	CATES FORD SOLL & EPP IN TRUST	4069		277,500.00				277,500.00						
Sep 27-21	LOC ADVANCE		280,000.00			280,000.00								
Sep 29-21	BANK CHARGE			19.00								19.00		
Sep 29-21	BCRS ADMIN FEE			175.00								175.00		
Sep 29-21	BCRS LOC INTEREST			2,825.16										2,825.16
Sep 29-21	LOC ADVANCE		5,000.00			5,000.00								
Oct 07-21	DEPOSIT - SMC		63,573.57				(63,573.57)							
Oct 07-20	LOC PAYMENT			65,000.00	65,000.00									
Oct 08-21	CATES FORD SOLL & EPP IN TRUST	4070		100,000.00				100,000.00						
Oct 08-21	CATES FORD SOLL & EPP IN TRUST	4071		100,000.00				100,000.00						
Oct 08-21	LOC ADVANCE		200,000.00			200,000.00								
Oct 26-21	DEPOSIT - SMC		12,409.62				(12,409.62)							
Oct 28-20	LOC PAYMENT			15,000.00	15,000.00									
Oct 29-21	BANK CHARGE			19.00								19.00		
Oct 29-21	BCRS ADMIN FEE			175.00								175.00		
Oct 29-21	BCRS LOC INTEREST			3,943.77										3,943.77
Oct 29-21	LOC ADVANCE		5,000.00			5,000.00								
Nov 22-21	DEPOSIT - SMC		65,025.60				(65,025.60)							
Nov 22-21	LOC PAYMENT			65,000.00	65,000.00									
Nov 24-21	REINVESTED DIVIDENDS								551,677.00	(551,677.00)				
Nov 24-21	DIVIDEND PAYMENTS			298,658.98					298,658.98					
Nov 30-21	BANK CHARGE			19.00								19.00		
Nov 30-21	BCRS ADMIN FEE			175.00								175.00		
Nov 30-21	BCRS LOC INTEREST			3,833.79										3,833.79
Nov 30-21	LOC ADVANCE		5,000.00			5,000.00								
Dec 01-21	CATES FORD SOLL & EPP	4138		3,351.04							3,351.04			
Dec 01-21	MNP LLP	4139		11,746.31							11,746.31			
Dec 01-21	LOC ADVANCE		15,000.00			15,000.00								
Dec 02-21	LOC ADVANCE		10,000.00			10,000.00								
Dec 03-21	DEPOSIT - SMC		175,062.82				(175,062.82)							
Dec 03-21	LOC PAYMENT			155,000.00	155,000.00									
Dec 06-21	LOC ADVANCE		100,000.00			100,000.00								
Dec 07-21	LOC ADVANCE		30,000.00			30,000.00								
Dec 08-21	LOC ADVANCE		70,000.00			70,000.00								
Dec 10-21	LOC ADVANCE		35,000.00			35,000.00								
Dec 14-21	LOC ADVANCE		10,000.00			10,000.00								
Dec 15-21	LOC ADVANCE		15,000.00			15,000.00								
Dec 16-21	CATES FORD SOLL & EPP IN TRUST	4140		50,000.00				50,000.00						
Dec 16-21	CATES FORD SOLL & EPP IN TRUST	4141		50,000.00				50,000.00						
Dec 20-21	LOC ADVANCE		100,000.00			100,000.00								
Dec 23-21	DEPOSIT - SMC		92,484.37				(92,484.37)							

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Dec 23-21	LOC PAYMENT			95,000.00	95,000.00									
Dec 31-21	BANK CHARGE			19.00								19.00		
Dec 31-21	BANK CHARGE			45.00								45.00		
Dec 31-21	BCRS ADMIN FEE			175.00								175.00		
Dec 31-21	BCRS LOC INTEREST			4,120.16										4,120.16
Dec 31-21	LOC ADVANCE		5,000.00			5,000.00								
Jan 11-22	LOC ADVANCE		10,000.00			10,000.00								
Jan 25-22	CATES FORD SOLL & EPP IN TRUST	4142		60,000.00				60,000.00						
Jan 25-22	CATES FORD SOLL & EPP IN TRUST	4143		90,000.00				90,000.00						
Jan 25-22	LOC ADVANCE		60,000.00			60,000.00								
Jan 28-22	LOC ADVANCE		90,000.00			90,000.00								
Jan 31-22	BANK CHARGE			19.00								19.00		
Jan 31-22	BCRS ADMIN FEE			175.00								175.00		
Jan 31-22	BCRS LOC INTEREST			4,374.59										4,374.59
Jan 31-22	LOC ADVANCE		5,000.00			5,000.00								
Feb 03-22	DEPOSIT - SMC		35,042.55				(35,042.55)							
Feb 02-22	CATES FORD SOLL & EPP IN TRUST	4144		180,000.00				180,000.00						
Feb 03-22	LOC ADVANCE		145,000.00			145,000.00								
Feb 17-22	CATES FORD SOLL & EPP IN TRUST	4145		75,000.00				75,000.00						
Feb 22-22	LOC ADVANCE		75,000.00			75,000.00								
Feb 28-22	DEPOSIT - SMC		2,095.32				(2,095.32)							
Feb 28-22	BANK CHARGE			19.00								19.00		
Feb 28-22	BCRS ADMIN FEE			175.00								175.00		
Feb 28-22	BCRS LOC INTEREST			4,764.36										4,764.36
Feb 28-22	LOC ADVANCE		5,000.00			5,000.00								
Mar 16-22	DEPOSIT - SMC		2,418.18				(2,418.18)							
Mar 16-22	LOC PAYMENT			5,000.00	5,000.00									
Mar 17-22	CATES FORD SOLL & EPP IN TRUST	4146		25,000.00				25,000.00						
Mar 18-22	LOC ADVANCE		25,000.00			25,000.00								
Mar 31-22	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Mar 31-22	PPSA FEE			12.70								12.70		
Mar 31-22	BANK CHARGE			19.00								19.00		
Mar 31-22	BCRS ADMIN FEE			175.00								175.00		
Mar 31-22	BCRS LOC INTEREST			5,877.21										5,877.21
Mar 31-22	LOC ADVANCE		10,000.00			10,000.00								
Apr 07-22	DEPOSIT - SMC		12,143.46				(12,143.46)							
Apr 06-22	CATES FORD SOLL & EPP IN TRUST	4147		75,000.00				75,000.00						
Apr 06-22	CATES FORD SOLL & EPP IN TRUST	4148		75,000.00				75,000.00						
Apr 07-22	DEPOSIT - UNKNOWN		48,411.16				(48,411.16)							
Apr 07-22	LOC PAYMENT			60,000.00	60,000.00									
Apr 08-22	LOC ADVANCE		150,000.00			150,000.00								
Apr 14-22	DEPOSIT - SMC		54,803.41				(54,803.41)							
Apr 14-22	LOC PAYMENT			55,000.00	55,000.00									
Apr 19-22	CATES FORD SOLL & EPP IN TRUST	4149		150,000.00				150,000.00						

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST	LOAN	DIVIDENDS	PREFERRED SHARE	ACCOUNTING	BANK	DIRECTOR	INTEREST
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	CLEARING	INVESTMENTS	PAYABLE	CAPITAL	& LEGAL	CHARGES	FEES	CHARGES
							DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Apr 19-22	LOC ADVANCE		150,000.00			150,000.00								
Apr 29-22	DEPOSIT - SMC		11,690.84				(11,690.84)							
Apr 29-22	BANK CHARGE			19.00								19.00		
Apr 29-22	BCRS ADMIN FEE			175.00								175.00		
Apr 29-22	BCRS LOC INTEREST			6,536.12										6,536.12
Apr 29-22	LOC PAYMENT			5,000.00	5,000.00									
May 04-22	CATES FORD SOLL & EPP IN TRUST	4150		40,000.00				40,000.00						
May 05-22	LOC ADVANCE		40,000.00			40,000.00								
May 17-22	DEPOSIT - SMC		115,493.03				(115,493.03)							
May 17-22	LOC PAYMENT			115,000.00	115,000.00									
May 31-22	BANK CHARGE			19.00								19.00		
May 31-22	BCRS ADMIN FEE			175.00								175.00		
May 31-22	BCRS LOC INTEREST			7,329.67										7,329.67
May 31-22	LOC ADVANCE		5,000.00			5,000.00								
Jun 03-22	DEPOSIT - SMC		12,641.57				(12,641.57)							
Jun 03-22	LOC PAYMENT			10,000.00	10,000.00									
Jun 18-22	CATES FORD SOLL & EPP IN TRUST	4151		40,000.00				40,000.00						
Jun 16-22	LOC ADVANCE		40,000.00			40,000.00								
Jun 17-22	DEPOSIT - SMC		13,528.17				(13,528.17)							
Jun 17-22	LOC PAYMENT			15,000.00	15,000.00									
Jun 30-22	BANK CHARGE			19.00								19.00		
Jun 30-22	BCRS ADMIN FEE			175.00								175.00		
Jun 30-22	BCRS LOC INTEREST			7,679.14										7,679.14
Jun 30-22	LOC ADVANCE		5,000.00			5,000.00								
Jul 08-22	DEPOSIT - SMC		11,182.23				(11,182.23)							
Jul 08-22	LOC PAYMENT			10,000.00	10,000.00									
Jul 28-22	DEPOSIT - SMC		216,366.71				(216,366.71)							
Jul 28-22	LOC PAYMENT			215,000.00	215,000.00									
Jul 29-22	BANK CHARGE			19.00								19.00		
Jul 29-22	BCRS ADMIN FEE			175.00								175.00		
Jul 29-22	BCRS LOC INTEREST			8,798.97										8,798.97
Jul 29-22	LOC ADVANCE		10,000.00			10,000.00								
Aug 25-22	DEPOSIT - SMC		11,949.78				(11,949.78)							
Aug 25-22	LOC PAYMENT			15,000.00	15,000.00									
Aug 30-22	BRETT MIRTLE	4152		2,500.00									2,500.00	
Aug 30-22	DARREN OVINGTON	4153		2,500.00									2,500.00	
Aug 30-22	EDWARD OVINGTON	4154		2,500.00									2,500.00	
Aug 30-22	GARY MIRTLE	4155		2,500.00									2,500.00	
Aug 30-22	JAMIE STEWART	4156		2,500.00									2,500.00	
Aug 30-22	MACFIN DEVELOPMENTS INC.	4157		75,000.00				75,000.00						
Aug 30-22	MACFIN DEVELOPMENTS INC.	4158		75,000.00				75,000.00						
Aug 31-22	DEPOSIT - UNKNOWN		123,986.99				(123,986.99)							
Aug 31-22	BANK CHARGE			19.00								19.00		
Aug 31-22	BCRS ADMIN FEE			175.00								175.00		

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Aug 31-22	BCRS LOC INTEREST			8,542.71										8,542.71
Aug 31-22	LOC PAYMENT			35,000.00	35,000.00									
Aug 31-22	UNKNOWN LOC ADVANCE ENTRY TO RECONCILE TO FS		80,000.00			80,000.00								
	FISCAL 2021/22 SUBTOTALS		3,017,723.18	3,014,627.68	1,025,000.00	1,850,000.00	(1,167,723.18)	1,537,500.00	850,335.98	(498,817.00)	15,097.35	4,385.70	12,500.00	68,625.65
Sep 01-22	REVERSE UNKNOWN LOC ADVANCE RECORDED			80,000.00	80,000.00									
Sep 01-22	LOC ADVANCE		75,000.00			75,000.00								
Sep 07-22	LOC ADVANCE		5,000.00			5,000.00								
Sep 21-22	LOC ADVANCE		5,000.00			5,000.00								
Sep 07-22	DEPOSIT - UNKNOWN		100,370.92				(100,370.92)							
Sep 27-22	LOC PAYMENT			100,000.00	100,000.00									
Sep 28-22	DEPOSIT - SMC		960,945.31				(960,945.31)							
Sep 27-22	LOC PAYMENT			960,000.00	960,000.00									
Sep 29-22	BANK CHARGE			19.00								19.00		
Sep 29-22	BCRS ADMIN FEE			175.00								175.00		
Sep 29-22	BCRS LOC INTEREST			8,655.22										8,655.22
Sep 29-22	LOC ADVANCE		5,000.00			5,000.00								
Oct 05-22	BETTY'S BOOKKEEPING	4159		380.00				380.00						
Oct 17-22	DEPOSIT - SMC		15,618.64				(15,618.64)							
Oct 17-22	LOC PAYMENT			15,000.00	15,000.00									
Oct 18-22	MACFIN DEVELOPMENTS INC.	4160		80,000.00				80,000.00						
Oct 18-22	MACFIN DEVELOPMENTS INC.	4161		80,000.00				80,000.00						
Oct 18-22	MNP LLP	4162		4,260.06							4,260.06			
Oct 18-22	LOC ADVANCE		160,000.00			160,000.00								
Oct 20-22	LOC ADVANCE		5,000.00			5,000.00								
Oct 28-22	DEPOSIT - SMC		9,657.15				(9,657.15)							
Oct 28-22	LOC PAYMENT			10,000.00	10,000.00									
Oct 31-22	BANK CHARGE			19.00								19.00		
Oct 31-22	BCRS ADMIN FEE			175.00								175.00		
Oct 31-22	BCRS LOC INTEREST			4,271.51										4,271.51
Oct 31-22	LOC ADVANCE		5,000.00			5,000.00								
Nov 17-22	DEPOSIT - SMC		143,902.49				(143,902.49)							
Nov 17-22	LOC PAYMENT			145,000.00	145,000.00									
Nov 28-22	CATES FORD SOLL & EPP IN TRUST	4163		107,700.00				107,700.00						
Nov 28-22	REINVESTED DIVIDENDS								565,851.00	(565,851.00)				
Nov 28-22	DIVIDEND PAYMENTS (4164 - 4227)			297,905.00					297,905.00					
Nov 30-22	LOC ADVANCE		110,000.00			110,000.00								
Nov 30-22	BANK CHARGE			19.00								19.00		
Nov 30-22	BCRS ADMIN FEE			175.00								175.00		
Nov 30-22	BCRS LOC INTEREST			4,501.47										4,501.47
Nov 30-22	LOC ADVANCE		30,000.00			30,000.00								
Dec 01-22	LOC ADVANCE		15,000.00			15,000.00								
Dec 02-22	DEPOSIT - SMC		10,686.05				(10,686.05)							
Dec 02-22	LOC PAYMENT			10,000.00	10,000.00									

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST CLEARING	LOAN INVESTMENTS	DIVIDENDS PAYABLE	PREFERRED SHARE CAPITAL	ACCOUNTING & LEGAL	BANK CHARGES	DIRECTOR FEES	INTEREST CHARGES
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Dec 05-22	LOC ADVANCE		40,000.00			40,000.00								
Dec 07-22	MNP LLP	4228		7,702.06							7,702.06			
Dec 07-22	LOC ADVANCE		15,000.00			15,000.00								
Dec 08-22	LOC ADVANCE		35,000.00			35,000.00								
Dec 09-22	LOC ADVANCE		15,000.00			15,000.00								
Dec 13-22	LOC ADVANCE		30,000.00			30,000.00								
Dec 15-22	LOC ADVANCE		10,000.00			10,000.00								
Dec 21-22	LOC ADVANCE		10,000.00			10,000.00								
Dec 23-22	DEPOSIT - SMC		20,925.78				(20,925.78)							
Dec 23-22	LOC PAYMENT			20,000.00	20,000.00									
Dec 29-22	LOC ADVANCE		85,000.00			85,000.00								
Dec 30-22	BANK CHARGE			19.00								19.00		
Dec 30-22	BANK CHARGE			35.00								35.00		
Dec 30-22	BCRS ADMIN FEE			175.00								175.00		
Dec 30-22	BCRS LOC INTEREST			6,040.34										6,040.34
Dec 30-22	LOC ADVANCE		10,000.00			10,000.00								
Jan 10-23	LOC ADVANCE		20,000.00			20,000.00								
Jan 13-23	DEPOSIT - SMC		14,362.19				(14,362.19)							
Jan 13-23	LOC PAYMENT			15,000.00	15,000.00									
Jan 31-23	BANK CHARGE			19.00								19.00		
Jan 31-23	BCRS ADMIN FEE			175.00								175.00		
Jan 31-23	BCRS LOC INTEREST			6,943.84										6,943.84
Jan 31-23	LOC ADVANCE		5,000.00			5,000.00								
Feb 13-23	DEPOSIT - SMC		18,433.60				(18,433.60)							
Feb 13-23	LOC PAYMENT			15,000.00	15,000.00									
Feb 15-23	CATES FORD SOLL & EPP IN TRUST	4229		150,000.00				150,000.00						
Feb 16-23	LOC ADVANCE		150,000.00			150,000.00								
Feb 28-23	BANK CHARGE			19.00								19.00		
Feb 28-23	BCRS ADMIN FEE			175.00								175.00		
Feb 28-23	BCRS LOC INTEREST			6,838.08										6,838.08
Feb 28-23	LOC ADVANCE		5,000.00			5,000.00								
Mar 02-23	DEPOSIT - SMC		16,367.89				(16,367.89)							
Mar 02-23	CATES FORD SOLL & EPP	4230		3,196.48							3,196.48			
Mar 02-23	LOC PAYMENT			15,000.00	15,000.00									
Mar 31-23	LOC ADVANCE		10,000.00			10,000.00								
Mar 31-22	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Mar 31-23	BANK CHARGE			19.00								19.00		
Mar 31-23	BCRS ADMIN FEE			175.00								175.00		
Mar 31-23	BCRS LOC INTEREST			8,006.62										8,006.62
Apr 19-23	DEPOSIT - SMC		59,504.85				(59,504.85)							
Apr 19-23	LOC PAYMENT			55,000.00	55,000.00									
Apr 28-23	DEPOSIT - SMC		59,453.43				(59,453.43)							
Apr 28-23	BANK CHARGE			19.00								19.00		
Apr 28-23	BCRS ADMIN FEE			175.00								175.00		

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Apr 28-23	BCRS LOC INTEREST			7,628.73										7,628.73
Apr 28-23	LOC PAYMENT			55,000.00	55,000.00									
May 18-23	DEPOSIT - SMC		348,642.94				(348,642.94)							
May 18-23	LOC PAYMENT			345,000.00	345,000.00									
May 31-23	DEPOSIT - SMC		5,587.86				(5,587.86)							
May 31-23	BANK CHARGE			19.00								19.00		
May 31-23	BCRS ADMIN FEE			175.00								175.00		
May 31-23	BCRS LOC INTEREST			6,273.96										6,273.96
Jun 16-23	DEPOSIT - SMC		12,158.29				(12,158.29)							
Jun 16-23	LOC PAYMENT			15,000.00	15,000.00									
Jun 19-23	CATES FORD SOLL & EPP IN TRUST	4231		75,000.00				75,000.00						
Jun 20-23	LOC ADVANCE		75,000.00			75,000.00								
Jun 30-23	DEPOSIT - SMC		9,190.54				(9,190.54)							
Jun 30-23	BANK CHARGE			19.00								19.00		
Jun 30-23	BCRS ADMIN FEE			175.00								175.00		
Jun 30-23	BCRS LOC INTEREST			5,085.58										5,085.58
Jun 30-23	LOC PAYMENT			5,000.00	5,000.00									
Jul 20-23	DEPOSIT - SMC		4,821.14				(4,821.14)							
Jul 31-23	BANK CHARGE			19.00								19.00		
Jul 31-23	BCRS ADMIN FEE			175.00								175.00		
Jul 31-23	BCRS LOC INTEREST			5,641.29										5,641.29
Jul 31-23	LOC ADVANCE		5,000.00			5,000.00								
Aug 03-23	DEPOSIT - SMC		311,838.84				(311,838.84)							
Aug 03-23	LOC PAYMENT			315,000.00	315,000.00									
Aug 17-23	DEPOSIT - SMC		22,539.96				(22,539.96)							
Aug 17-23	LOC PAYMENT			20,000.00	20,000.00									
Apr 24-23	BRETT MIRTLE	4232		2,500.00									2,500.00	
Apr 24-23	DARREN OVINGTON	4233		2,500.00									2,500.00	
Apr 24-23	EDWARD OVINGTON	4234		2,500.00									2,500.00	
Apr 24-23	GARY MIRTLE	4235		2,500.00									2,500.00	
Apr 24-23	JAMIE STEWART	4236		2,500.00									2,500.00	
Aug 28-23	LOC ADVANCE		5,000.00			5,000.00								
Aug 31-23	DEPOSIT - UNKNOWN		432,164.53				(432,164.53)							
Aug 31-23	BANK CHARGE			19.00								19.00		
Aug 31-23	BCRS ADMIN FEE			175.00								175.00		
Aug 31-23	BCRS LOC INTEREST			3,463.33										3,463.33
Aug 31-23	LOC PAYMENT			425,000.00	425,000.00									
	FISCAL 2022/23 SUBTOTALS		3,517,172.40	3,516,356.57	2,620,000.00	940,000.00	(2,577,172.40)	493,080.00	863,756.00	(565,851.00)	15,158.60	4,363.00	12,500.00	73,349.97
Sep 11-23	LOC ADVANCE		5,000.00			5,000.00								
Sep 19-23	DEPOSIT - SMC		4,007.10				(4,007.10)							
Sep 19-23	LOC PAYMENT			5,000.00	5,000.00									
Sep 27-23	CATES FORD SOLL & EPP IN TRUST	4237		435,000.00				435,000.00						

KAM-MIC INVESTMENT CORP.

JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST	LOAN	DIVIDENDS	PREFERRED SHARE	ACCOUNTING	BANK	DIRECTOR	INTEREST
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	CLEARING DR (CR)	INVESTMENTS DR (CR)	PAYABLE DR	CAPITAL DR (CR)	& LEGAL DR	CHARGES DR	FEES DR	CHARGES DR
Sep 27-23	LOC ADVANCE		435,000.00			435,000.00								
Sep 29-23	BANK CHARGE			19.00								19.00		
Sep 29-23	BCRS ADMIN FEE			175.00								175.00		
Sep 29-23	BCRS LOC INTEREST			724.61										724.61
Oct 04-23	DEPOSIT - SMC		3,380.03				(3,380.03)							
Oct 04-23	LOC PAYMENT			5,000.00	5,000.00									
Oct 27-23	DEPOSIT - SMC		16,683.98				(16,683.98)							
Oct 27-23	LOC PAYMENT			15,000.00	15,000.00									
Oct 31-23	BANK CHARGE			19.00								19.00		
Oct 31-23	BCRS ADMIN FEE			175.00								175.00		
Oct 31-23	BCRS LOC INTEREST			3,396.20										3,396.20
Oct 31-23	LOC ADVANCE		5,000.00			5,000.00								
Nov 23-23	DEPOSIT - SMC		2,389.67				(2,389.67)							
Nov 23-23	LOC PAYMENT			5,000.00	5,000.00									
Nov 27-23	LOC ADVANCE		65,000.00			65,000.00								
Nov 28-23	LOC ADVANCE		15,000.00			15,000.00								
Nov 29-23	LOC ADVANCE		70,000.00			70,000.00								
Nov 30-23	REINVESTED DIVIDENDS								465,394.00	(465,394.00)				
Nov 23-23	DIVIDEND PAYMENTS			355,190.00					355,190.00					
Nov 28-23	MNP LLP	4301		5,236.88							5,236.88			
Nov 30-23	BANK CHARGE			19.00								19.00		
Nov 30-23	BCRS ADMIN FEE			175.00								175.00		
Nov 30-23	BCRS LOC INTEREST			3,330.22										3,330.22
Nov 30-23	LOC ADVANCE		30,000.00			30,000.00								
Nov 23-23	NESBITT BURNS ITF ROGER ULMER	4300		40,000.00						40,000.00				
Dec 01-23	LOC ADVANCE		40,000.00			40,000.00								
Dec 04-23	LOC ADVANCE		40,000.00			40,000.00								
Dec 05-23	DEPOSIT - SMC		3,380.36				(3,380.36)							
Dec 05-23	LOC ADVANCE		5,000.00			5,000.00								
Dec 07-23	MNP LLP	4303		5,677.88							5,677.88			
Dec 07-23	LOC ADVANCE		30,000.00			30,000.00								
Dec 12-23	LOC ADVANCE		105,000.00			105,000.00								
Dec 20-23	LOC ADVANCE		5,000.00			5,000.00								
Dec 22-23	DEPOSIT - SMC		4,008.69				(4,008.69)							
Dec 19-23	CATES FORD SOLL & EPP	4304		3,193.12							3,193.12			
Dec 19-23	CATES FORD SOLL & EPP	4305		460.36							460.36			
Dec 31-23	BANK CHARGE			19.00								19.00		
Dec 31-23	BANK CHARGE			33.75								33.75		
Dec 31-23	BCRS ADMIN FEE			175.00								175.00		
Dec 31-23	BCRS LOC INTEREST			5,851.32										5,851.32
Dec 31-23	LOC ADVANCE		10,000.00			10,000.00								
Jan 02-24	DEPOSIT - SMC		3,411.17				(3,411.17)							
Jan 02-24	LOC PAYMENT			5,000.00	5,000.00									
Jan 02-24	LOC ADVANCE		5,000.00			5,000.00								

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Jan 09-24	CATES FORD SOLL & EPP IN TRUST	4306		200,000.00				200,000.00						
Jan 10-24	LOC ADVANCE		200,000.00			200,000.00								
Jan 18-24	DEPOSIT - SMC		4,175.89				(4,175.89)							
Jan 18-24	LOC PAYMENT			5,000.00	5,000.00									
Jan 30-24	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Jan 31-24	BANK CHARGE			19.00								19.00		
Jan 31-24	BCRS ADMIN FEE			175.00								175.00		
Jan 31-24	BCRS LOC INTEREST			7,250.78										7,250.78
Jan 31-24	LOC ADVANCE		5,000.00			5,000.00								
Feb 01-24	DEPOSIT - SMC		3,411.17				(3,411.17)							
Feb 01-24	LOC PAYMENT			5,000.00	5,000.00									
Feb 05-24	INVESTOR CO. ITF STEPHEN COUSINS	4307		20,000.00						20,000.00				
Feb 12-24	LOC ADVANCE		20,000.00			20,000.00								
Feb 21-24	DEPOSIT - SMC		10,705.80				(10,705.80)							
Feb 21-24	LOC PAYMENT			10,000.00	10,000.00									
Feb 29-24	DEPOSIT - SMC		112,887.41				(112,887.41)							
Feb 29-24	BANK CHARGE			19.00								19.00		
Feb 29-24	BCRS ADMIN FEE			175.00								175.00		
Feb 29-24	BCRS LOC INTEREST			7,221.84										7,221.84
Feb 29-24	LOC PAYMENT			105,000.00	105,000.00									
Mar 18-24	DEPOSIT - SMC		5,909.44				(5,909.44)							
Mar 18-24	LOC PAYMENT			5,000.00	5,000.00									
Mar 28-24	BANK CHARGE			19.00								19.00		
Mar 28-24	BCRS ADMIN FEE			175.00								175.00		
Mar 28-24	BCRS LOC INTEREST			6,985.70										6,985.70
Mar 28-24	LOC ADVANCE		5,000.00			5,000.00								
Apr 04-24	DEPOSIT - SMC		17,448.90				(17,448.90)							
Apr 04-24	LOC PAYMENT			15,000.00	15,000.00									
Apr 10-24	CATES FORD SOLL & EPP IN TRUST	4308		30,000.00				30,000.00						
Apr 10-24	LOC ADVANCE		30,000.00			30,000.00								
Apr 16-24	DEPOSIT - SMC		4,177.35				(4,177.35)							
Apr 22-25	LOC PAYMENT			5,000.00	5,000.00									
Apr 29-24	CATES FORD SOLL & EPP IN TRUST	4309		200,000.00				200,000.00						
Apr 30-24	BANK CHARGE			19.00								19.00		
Apr 30-24	BCRS ADMIN FEE			175.00								175.00		
Apr 30-24	BCRS LOC INTEREST			6,807.44										6,807.44
Apr 30-24	LOC ADVANCE		5,000.00			5,000.00								
May 02-24	DEPOSIT - SMC		3,411.18				(3,411.18)							
May 17-24	DEPOSIT - SMC		5,990.92				(5,990.92)							
May 17-24	LOC PAYMENT			5,000.00	5,000.00									
May 31-24	BANK CHARGE			19.00								19.00		
May 31-24	BCRS ADMIN FEE			175.00								175.00		
May 31-24	BCRS LOC INTEREST			7,135.02										7,135.02
May 31-24	LOC ADVANCE		205,000.00			205,000.00								

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Jun 07-24	DEPOSIT - SMC		3,411.18				(3,411.18)							
Jun 19-25	LOC PAYMENT			5,000.00	5,000.00									
Jun 25-24	DEPOSIT - SMC		48,454.38				(48,454.38)							
Jun 25-25	LOC PAYMENT			45,000.00	45,000.00									
Jun 28-25	BANK CHARGE			19.00								19.00		
Jun 28-25	BCRS ADMIN FEE			175.00								175.00		
Jun 28-25	BCRS LOC INTEREST			7,976.77										7,976.77
Jun 28-25	LOC ADVANCE		5,000.00			5,000.00								
Jul 03-24	DEPOSIT - SMC		5,371.54				(5,371.54)							
Jul 03-24	LOC PAYMENT			5,000.00	5,000.00									
Jul 17-24	LOC ADVANCE		15,000.00			15,000.00								
Jul 18-24	DEPOSIT - SMC		2,531.77				(2,531.77)							
Jul 30-24	DEPOSIT - SMC		584,281.85				(584,281.85)							
Jul 17-24	CATES FORD SOLL & EPP IN TRUST	4310		15,378.00				15,378.00						
Jul 30-24	LOC PAYMENT			585,000.00	585,000.00									
Jul 31-24	BANK CHARGE			19.00								19.00		
Jul 31-24	BCRS ADMIN FEE			175.00								175.00		
Jul 31-24	BCRS LOC INTEREST			7,683.06										7,683.06
Jul 31-24	LOC ADVANCE		5,000.00			5,000.00								
Aug 27-24	BRETT MIRTLE	4311		3,000.00									3,000.00	
Aug 27-24	DARREN OVINGTON	4312		3,000.00									3,000.00	
Aug 27-24	EDWARD OVINGTON	4313		3,000.00									3,000.00	
Aug 27-24	GARY MIRTLE	4314		3,000.00									3,000.00	
Aug 27-24	JAMIE STEWART	4315		3,000.00									3,000.00	
Aug 30-24	DEPOSIT - SMC		5,317.99				(5,317.99)							
Aug 30-24	BANK CHARGE			19.00								19.00		
Aug 30-24	BCRS ADMIN FEE			175.00								175.00		
Aug 30-24	BCRS LOC INTEREST			3,882.43										3,882.43
Aug 31-24	UNDEPOSITED CHEQUES REVERSE		10.94									(10.94)		
	FISCAL 2023/24 SUBTOTALS		2,214,758.71	2,227,743.38	830,000.00	1,360,000.00	(854,747.77)	880,378.00	820,584.00	(405,394.00)	14,568.24	4,350.81	15,000.00	68,245.39
Sep 16-24	CATES FORD SOLL & EPP IN TRUST	4316		30,000.00				30,000.00						
Sep 16-24	LOC ADVANCE		5,000.00			5,000.00								
Sep 17-24	LOC ADVANCE		30,000.00			30,000.00								
Sep 19-24	LOC ADVANCE		10,000.00			10,000.00								
Sep 26-24	DEPOSIT - SMC		33,273.85				(33,273.85)							
Sep 26-24	LOC PAYMENT			30,000.00	30,000.00									
Sep 27-24	BANK CHARGE			19.00								19.00		
Sep 27-24	BCRS ADMIN FEE			175.00								175.00		
Sep 27-24	BCRS LOC INTEREST			3,752.88										3,752.88
Oct 01-24	DEPOSIT - SMC		6,317.95				(6,317.95)							
Oct 01-24	LOC PAYMENT			5,000.00	5,000.00									
Oct 18-24	DEPOSIT - SMC		2,906.77				(2,906.77)							

KAM-MIC INVESTMENT CORP.

JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Oct 31-24	DEPOSIT - SMC		3,411.19				(3,411.19)							
Oct 14-25	CATES FORD SOLL & EPP	4317		384.22							384.22			
Oct 31-24	BANK CHARGE			19.00								19.00		
Oct 31-24	BCRS ADMIN FEE			175.00								175.00		
Oct 31-24	BCRS LOC INTEREST			3,761.62										3,761.62
Nov 18-24	DEPOSIT - SMC		2,906.77				(2,906.77)							
Nov 18-24	LOC PAYMENT			5,000.00	5,000.00									
Nov 18-24	GEORGE OUIMET	4320		40,000.00						40,000.00				
Nov 18-24	NESBITT BURNS ITF ROGER ULMER	4321		30,000.00						30,000.00				
Nov 13-24	MNP LLP	4322		5,788.13							5,788.13			
Nov 19-24	LOC ADVANCE		5,000.00			5,000.00								
Nov 21-24	LOC ADVANCE		30,000.00			30,000.00								
Nov 22-24	LOC ADVANCE		40,000.00			40,000.00								
Nov 21-24	REINVESTED DIVIDENDS								468,432.00	(468,432.00)				
Nov 21-24	VOIDED??	4323												
Nov 21-24	VOIDED??	4324												
Nov 21-24	VOIDED??	4325												
Nov 21-24	VOIDED??	4326												
Nov 21-24	VOIDED??	4327												
Nov 21-24	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4328		0.52					0.52					
Nov 21-24	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4329		0.41					0.41					
Nov 21-24	SCOTIA CAPITAL INC. ITF BETTY FAULKNER	4330		22,442.58					22,442.58					
Nov 21-24	BETTY FAULKNER	4331		16,989.41					16,989.41					
Nov 21-24	INVESTOR CO. ITF BERT KENT	4332		4,157.36					4,157.36					
Nov 21-24	WENDY KENT	4333		0.01					0.01					
Nov 21-24	LEEDE FINANCIAL MARKETS INC. ITF MARTIN KOSOLOWSKI	4334		0.16					0.16					
Nov 21-24	SHARON LARSON	4335		0.84					0.84					
Nov 21-24	OLYMPIA TRUST COMPANY ITF KENNETH MACKINLAY	4336		12,485.64					12,485.64					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MAUREEN MACKINLAY	4337		0.11					0.11					
Nov 21-24	LEEDE FINANCIAL MARKETS INC. ITF DOUG MCALLISTER	4338		0.14					0.14					
Nov 21-24	OLYMPIA TRUST COMPANY ITF DOUG MCALLISTER	4339		0.43					0.43					
Nov 21-24	GWENDA MCCONNELL	4340		5,687.56					5,687.56					
Nov 21-24	OLYMPIA TRUST COMPANY ITF BRETT MIRTLE	4341		0.29					0.29					
Nov 21-24	OLYMPIA TRUST COMPANY ITF GARY WAYNE MIRTLE	4342		16,699.69					16,699.69					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MICHAEL MITCHELL	4343		0.70					0.70					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MYRNA MITCHELL	4344		0.03					0.03					
Nov 21-24	INVESTOR CO. ITF JAMES WEBSTER MORAN	4345		23,858.55					23,858.55					
Nov 21-24	OLYMPIA TRUST COMPANY ITF GEORGE OUIMET	4346		17,569.54					17,569.54					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JUDETH MAE OUIMET	4347		13,409.53					13,409.53					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JODIE OUIMET	4348		0.36					0.36					
Nov 21-24	OLYMPIA TRUST COMPANY ITF PAUL OUIMET	4349		0.57					0.57					
Nov 21-24	OLYMPIA TRUST COMPANY ITF PAUL OUIMET	4350		0.46					0.46					
Nov 21-24	BESSIE LOUISE OVINGTON & EDWARD ARTHUR OVINGTON	4351		30,119.39					30,119.39					
Nov 21-24	ERIN ELIZABETH OVINGTON	4352		38,132.23					38,132.23					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4353		0.83					0.83					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4354		0.25					0.25					
Nov 21-24	LEEDE FINANCIAL MARKETS INC. ITF SUSAN SHAW	4355		8,422.74					8,422.74					

KAM-MIC INVESTMENT CORP.

JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST CLEARING	LOAN INVESTMENTS	DIVIDENDS PAYABLE	PREFERRED SHARE CAPITAL	ACCOUNTING & LEGAL	BANK CHARGES	DIRECTOR FEES	INTEREST CHARGES
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Nov 21-24	KINGSLEY SMITH	4356		0.47					0.47					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MONTY TEMPLETON	4357		0.45					0.45					
Nov 21-24	EMMALENE TOLLIDAY	4356		0.80					0.80					
Nov 21-24	GUNDY ITF LYNNE TOTTEN	4359		7,074.55					7,074.55					
Nov 21-24	ROGER ULMER / PENNY ULMER	4360		23,690.92					23,690.92					
Nov 21-24	VOIDED??	4361												
Nov 21-24	RBC DOMINION SECURITIES INC. ITF CHRISTINE VETTER	4362		28,656.54					28,656.54					
Nov 21-24	WILLIAM VETTER	4363		0.45					0.45					
Nov 21-24	RBC DOMINION SECURITIES INC. ITF ANNE BERTHA WELLS	4364		0.10					0.10					
Nov 21-24	LEEDE FINANCIAL MARKETS INC. ITF BARBARA WENTWORTH	4365		8,057.48					8,057.48					
Nov 21-24	LINSAY YUASA	4366		0.85					0.85					
Nov 21-24	OLYMPIA TRUST COMPANY ITF RANDY DURANTE	4367		17,655.08					17,655.08					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JEANNIE DURANTE	4368		17,655.08					17,655.08					
Nov 21-24	JAMIE STEWART	4369		0.60					0.60					
Nov 21-24	CORY JAMES JOHNSTONE / ANDREA JOHNSTONE	4370		44,063.75					44,063.75					
Nov 21-24	GEORGE OUIMET / JUDY OUIMET	4371		13,359.97					13,359.97					
Nov 21-24	PAUL OUIMET	4372		0.65					0.65					
Nov 21-24	OLYMPIA TRUST COMPANY ITF GREGORY ALLAN PEACE	4373		0.79					0.79					
Nov 21-24	OLYMPIA TRUST COMPANY ITF CHRISTOPHER MONTELEONE	4374		0.02					0.02					
Nov 21-24	OLYMPIA TRUST COMPANY ITF DINO BERNARDO	4375		0.79					0.79					
Nov 21-24	BC DIRECT MAIL WORKS INC.	4376		40,611.23					40,611.23					
Nov 21-24	LORNA MCMILLAN	4377		0.08					0.08					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MARTIN KOSLOWSKI	4378		0.26					0.26					
Nov 21-24	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4379		0.96					0.96					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4380		0.99					0.99					
Nov 21-24	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4381		0.22					0.22					
Nov 21-24	GREGORY JOHN OVINGTON	4382		36,627.28					36,627.28					
Nov 21-24	E.A. OVINGTON INC.	4383		0.13					0.13					
Nov 21-24	OLYMPIA TRUST COMPANY ITF SHARON LARSON	4384		7,977.57					7,977.57					
Nov 21-24	JESSICA RUSSELL	4385		0.53					0.53					
Nov 21-24	OLYMPIA TRUST COMPANY ITF MONTY FREDERICK TEMPLETON	4386		6,376.52					6,376.52					
Nov 21-24	INVESTOR CO. ITF STEPHEN COUSINS	4387		6,570.35					6,570.35					
Nov 21-24	LINDA DAMS	4388		9,246.93					9,246.93					
Nov 21-24	COLLEEN BRUCE	4389		0.38					0.38					
Nov 21-24	OLYMPIA TRUST COMPANY ITF COLLEEN BRUCE	4390		0.53					0.53					
Nov 21-24	OLYMPIA TRUST COMPANY ITF COLLEEN BRUCE	4391		0.81					0.81					
Nov 29-24	BANK CHARGE			19.00								19.00		
Nov 29-24	BCRS ADMIN FEE			175.00								175.00		
Nov 29-24	BCRS LOC INTEREST			3,618.74										3,618.74
Nov 29-24	LOC ADVANCE		70,000.00		70,000.00									
Dec 02-24	LOC ADVANCE		140,000.00		140,000.00									
Dec 03-24	DEPOSIT - SMC		3,411.19				(3,411.19)							
Dec 03-24	LOC ADVANCE		10,000.00		10,000.00									
Dec 04-24	LOC ADVANCE		30,000.00		30,000.00									
Dec 05-24	LOC ADVANCE		65,000.00		65,000.00									
Dec 11-24	ROGER ULMER / PENNY ULMER	4318		44,567.53					44,567.53					
Dec 12-24	LOC ADVANCE		175,000.00		175,000.00									

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Dec 18-24	DEPOSIT - SMC		2,906.77				(2,906.77)							
Dec 18-24	LOC ADVANCE		30,000.00			30,000.00								
Dec 19-24	LOC ADVANCE		5,000.00			5,000.00								
Dec 18-24	CATES FORD SOLL & EPP	4319		3,509.21							3,509.21			
Dec 31-24	BANK CHARGE			19.00								19.00		
Dec 31-24	BANK CHARGE			41.25								41.25		
Dec 31-24	BCRS ADMIN FEE			175.00								175.00		
Dec 31-24	BCRS LOC INTEREST			6,297.66										6,297.66
Dec 31-24	LOC ADVANCE		5,000.00			5,000.00								
Jan 02-25	DEPOSIT - SMC		9,973.58				(9,973.58)							
Jan 02-25	LOC PAYMENT			10,000.00	10,000.00									
Jan 17-25	CATES FORD SOLL & EPP IN TRUST	4392		138,000.00				138,000.00						
Jan 17-25	LOC ADVANCE		140,000.00			140,000.00								
Jan 21-25	DEPOSIT - SMC		2,906.77				(2,906.77)							
Jan 21-25	LOC PAYMENT			5,000.00	5,000.00									
Jan 31-25	BANK CHARGE			19.00								19.00		
Jan 31-25	BCRS ADMIN FEE			175.00								175.00		
Jan 31-25	BCRS LOC INTEREST			7,047.25										7,047.25
Jan 31-25	LOC ADVANCE		10,000.00			10,000.00								
Feb 04-25	DEPOSIT - SMC		3,553.59				(3,553.59)							
Feb 04-25	LOC PAYMENT			5,000.00	5,000.00									
Feb 20-25	DEPOSIT - SMC		2,906.77				(2,906.77)							
Feb 20-25	LOC PAYMENT			5,000.00	5,000.00									
Feb 28-25	DEPOSIT - SMC		3,609.48				(3,609.48)							
Feb 28-25	BANK CHARGE			19.00								19.00		
Feb 28-25	BCRS ADMIN FEE			175.00								175.00		
Feb 28-25	BCRS LOC INTEREST			6,502.12										6,502.12
Feb 28-25	LOC ADVANCE		5,000.00			5,000.00								
Mar 24-25	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Mar 27-25	DEPOSIT - SMC		6,518.24				(6,518.24)							
Mar 27-25	LOC PAYMENT			5,000.00	5,000.00									
Mar 31-25	BANK CHARGE			19.00								19.00		
Mar 31-25	BCRS ADMIN FEE			175.00								175.00		
Mar 31-25	BCRS LOC INTEREST			7,029.99										7,029.99
Mar 31-25	LOC ADVANCE		10,000.00			10,000.00								
Apr 01-25	PPSA SEARCH			12.83								12.83		
Apr 14-25	CATES FORD SOLL & EPP IN TRUST	4393		300,000.00				300,000.00						
Apr 14-25	STEWART MORTGAGE CORP. (MNP LLP REIMBURSEMEN	4394		7,288.12							7,288.12			
Apr 15-25	LOC ADVANCE		300,000.00			300,000.00								
Apr 22-25	DEPOSIT - SMC		2,906.77				(2,906.77)							
Apr 22-25	LOC PAYMENT			5,000.00	5,000.00									
Apr 30-25	BANK CHARGE			19.00								19.00		
Apr 30-25	BCRS ADMIN FEE			175.00								175.00		
Apr 30-25	BCRS LOC INTEREST			7,535.97										7,535.97

KAM-MIC INVESTMENT CORP.

JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST CLEARING	LOAN INVESTMENTS	DIVIDENDS PAYABLE	PREFERRED SHARE CAPITAL	ACCOUNTING & LEGAL	BANK CHARGES	DIRECTOR FEES	INTEREST CHARGES
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Apr 30-25	LOC ADVANCE		10,000.00			10,000.00								
May 12-25	DEPOSIT - SMC		240.59				(240.59)							
May 12-25	LOC PAYMENT			5,000.00	5,000.00									
May 30-25	BANK CHARGE			19.00								19.00		
May 30-25	BCRS ADMIN FEE			175.00								175.00		
May 30-25	BCRS LOC INTEREST			8,543.26										8,543.26
May 30-25	LOC ADVANCE		10,000.00			10,000.00								
Jun 19-25	DEPOSIT - SMC		3,723.02				(3,723.02)							
Jun 19-25	LOC PAYMENT			5,000.00	5,000.00									
Jun 30-25	BANK CHARGE			19.00								19.00		
Jun 30-25	BCRS ADMIN FEE			175.00								175.00		
Jun 30-25	BCRS LOC INTEREST			8,297.81										8,297.81
Jun 30-25	LOC ADVANCE		10,000.00			10,000.00								
Jul 09-25	LOC ADVANCE		10,000.00			10,000.00								
Jul 10-25	CATES FORD SOLL & EPP IN TRUST	4395		50,000.00				50,000.00						
Jul 11-25	LOC ADVANCE		50,000.00			50,000.00								
Jul 16-25	DEPOSIT - SMC		3,285.50				(3,285.50)							
Jul 16-25	LOC PAYMENT			5,000.00	5,000.00									
Jul 31-25	BANK CHARGE			19.00								19.00		
Jul 31-25	BCRS ADMIN FEE			175.00								175.00		
Jul 31-25	BCRS LOC INTEREST			8,815.04										8,815.04
Jul 31-25	LOC ADVANCE		10,000.00			10,000.00								
Aug 07-25	CATES FORD SOLL & EPP IN TRUST	4396		60,000.00				60,000.00						
Aug 08-25	LOC ADVANCE		60,000.00			60,000.00								
Aug 19-25	CATES FORD SOLL & EPP IN TRUST	4397		79,000.00				79,000.00						
Aug 08-25	LOC ADVANCE		80,000.00			80,000.00								
Aug 29-25	BRETT MIRTLE	4398		3,000.00									3,000.00	
Aug 29-25	DARREN OVINGTON	4399		3,000.00									3,000.00	
Aug 29-25	EDWARD OVINGTON	4400		3,000.00									3,000.00	
Aug 29-25	GARY MIRTLE	4401		3,000.00									3,000.00	
Aug 29-25	JAMIE STEWART	4402		3,000.00									3,000.00	
Aug 29-25	DEPOSIT - SMC		929.47				(929.47)							
Aug 29-25	DEPOSIT - SMC		11,563.06				(11,563.06)							
Aug 29-25	BANK CHARGE			19.00								19.00		
Aug 29-25	BCRS ADMIN FEE			175.00								175.00		
Aug 29-25	BCRS LOC INTEREST			9,373.04										9,373.04
	FISCAL 2024/25 SUBTOTALS		1,462,251.33	1,456,109.11	90,000.00	1,355,000.00	(107,251.33)	657,000.00	990,613.97	(398,432.00)	16,969.68	4,382.08	15,000.00	80,575.38
Sep 02-25	CATES FORD SOLL & EPP IN TRUST	4403		93,000.00				93,000.00						
Sep 04-25	LOC ADVANCE		90,000.00			90,000.00								
Sep 05-25	LOC ADVANCE		5,000.00			5,000.00								
Sep 12-25	LOC ADVANCE		5,000.00			5,000.00								
Sep 17-25	CATES FORD SOLL & EPP IN TRUST	4404		45,000.00				45,000.00						

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Sep 17-25	LOC ADVANCE		45,000.00			45,000.00								
Sep 29-25	LOC ADVANCE		10,000.00			10,000.00								
Sep 29-25	BANK CHARGE			19.00								19.00		
Sep 29-25	BCRS ADMIN FEE			175.00								175.00		
Sep 29-25	BCRS LOC INTEREST			9,760.94										9,760.94
Oct 07-25	DEPOSIT - SMC		519,764.43				(519,764.43)							
Oct 07-25	LOC PAYMENT			520,000.00	520,000.00									
Oct 08-25	LOC ADVANCE		5,000.00			5,000.00								
Oct 14-25	CATES FORD SOLL & EPP IN TRUST	4405		110,000.00				110,000.00						
Oct 15-25	LOC ADVANCE		110,000.00			110,000.00								
Oct 31-25	BANK CHARGE			19.00								19.00		
Oct 31-25	BCRS ADMIN FEE			175.00								175.00		
Oct 31-25	BCRS LOC INTEREST			8,265.78										8,265.78
Oct 31-25	LOC ADVANCE		5,000.00			5,000.00								
Nov 17-25	DEPOSIT - SMC		9,236.55				(9,236.55)							
Nov 17-25	LOC PAYMENT			10,000.00	10,000.00									
Nov 18-25	SCOTIA CAPITAL INC. ITF BETTY FAULKNER	4406		60,675.00						60,675.00				
Nov 18-25	NESBITT BURNS ITF ROGER ULMER	4407		30,000.00						30,000.00				
Nov 20-25	LOC ADVANCE		30,000.00			30,000.00								
Nov 28-25	GEORGE OUIMET / JUDY OUIMET	4408		40,000.00						40,000.00				
Nov 28-25	REINVESTED DIVIDENDS								514,907.00	(514,907.00)				
Nov 28-25	INVESTOR CO. ITF STEPHEN COUSINS	4409		6,421.50					6,421.50					
Nov 28-25	LINDA DAMS	4410		9,482.27					9,482.27					
Nov 28-25	COLLEEN BRUCE	4411		4,708.89					4,708.89					
Nov 28-25	OLYMPIA TRUST COMPANY ITF COLLEEN BRUCE	4412		0.09					0.09					
Nov 28-25	OLYMPIA TRUST COMPANY ITF COLLEEN BRUCE	4413		0.52					0.52					
Nov 28-25	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4414		0.45					0.45					
Nov 28-25	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4415		0.79					0.79					
Nov 28-25	SCOTIA CAPITAL INC. ITF BETTY FAULKNER	4416		23,013.76					23,013.76					
Nov 28-25	INVESTOR CO. ITF BERT KENT	4417		4,263.16					4,263.16					
Nov 28-25	WENDY KENT	4418		0.02					0.02					
Nov 28-25	LEEDE FINANCIAL MARKETS INC. ITF MARTIN KOSOLOWSKI	4419		0.53					0.53					
Nov 28-25	SHARON LARSEN	4420		0.35					0.35					
Nov 28-25	OLYMPIA TRUST COMPANY ITF KENNETH MACKINLAY	4421		13,407.25					13,407.25					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MAUREEN MACKINLAY	4422		0.53					0.53					
Nov 28-25	LEEDE FINANCIAL MARKETS INC. ITF DOUG MCALLISTER	4423		0.93					0.93					
Nov 28-25	OLYMPIA TRUST COMPANY ITF DOUG MCALLISTER	4424		0.24					0.24					
Nov 28-25	GWENDA MCCONNELL	4425		6,102.31					6,102.31					
Nov 28-25	OLYMPIA TRUST COMPANY ITF BRETT MIRTLE	4426		0.29					0.29					
Nov 28-25	OLYMPIA TRUST COMPANY ITF GARY WAYNE MIRTLE	4427		17,124.70					17,124.70					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MICHAEL MITCHELL	4428		0.22					0.22					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MYRNA MITCHELL	4429		0.89					0.89					
Nov 28-25	INVESTOR CO. ITF JAMES WEBSTER MORAN	4430		24,465.79					24,465.79					
Nov 28-25	OLYMPIA TRUST COMPANY ITF GEORGE OUIMET	4431		18,016.70					18,016.70					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JUDETH MAE OUIMET	4432		13,750.82					13,750.82					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JODIE OUIMET	4433		0.77					0.77					

KAM-MIC INVESTMENT CORP.

JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST CLEARING	LOAN INVESTMENTS	DIVIDENDS PAYABLE	PREFERRED SHARE CAPITAL	ACCOUNTING & LEGAL	BANK CHARGES	DIRECTOR FEES	INTEREST CHARGES
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Nov 28-25	OLYMPIA TRUST COMPANY ITF PAUL OUIMET	4434		0.45					0.45					
Nov 28-25	OLYMPIA TRUST COMPANY ITF PAUL OUIMET	4435		0.78					0.78					
Nov 28-25	BESSIE LOUISE OVINGTON & EDWARD ARTHUR OVINGTON	4436		30,885.95					30,885.95					
Nov 28-25	ERIN ELIZABETH OVINGTON	4437		39,102.72					39,102.72					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4438		0.81					0.81					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4439		0.44					0.44					
Nov 28-25	LEEDE FINANCIAL MARKETS INC. ITF SUSAN SHAW	4440		8,637.13					8,637.13					
Nov 28-25	NBCN CLEARING SERVICES AGENT FOR MTL TR ITF KINGSLEY HE	4441		0.77					0.77					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MONTY TEMPLETON	4442		0.88					0.88					
Nov 28-25	EMMALENE TOLLIDAY	4443		0.48					0.48					
Nov 28-25	GUNDY ITF LYNNE TOTTEN	4444		7,254.61					7,254.61					
Nov 28-25	VOIDED??	4445							-					
Nov 28-25	ROGER ULMER / PENNY ULMER	4446		45,701.82					45,701.82					
Nov 28-25	VOIDED??	4447							-					
Nov 28-25	WILLIAM VETTER	4448		0.93					0.93					
Nov 28-25	VOIDED??	4449							-					
Nov 28-25	RBC DOMINION SECURITIES INC. ITF ANNE BERTHA	4450		0.68					0.68					
Nov 28-25	LEEDE FINANCIAL MARKETS INC. ITF BARBARA WENTWORTH	4451		8,262.58					8,262.58					
Nov 28-25	LINDSAY DANIELLE YUASA	4452		12,104.30					12,104.30					
Nov 28-25	OLYMPIA TRUST COMPANY ITF RANDY DURANTE	4453		18,104.41					18,104.41					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JEANNIE DURANTE	4454		18,104.41					18,104.41					
Nov 28-25	JAMIE STEWART	4455		0.95					0.95					
Nov 28-25	CORY JAMES JOHNSTONE / ANDREA JOHNSTONE	4456		45,185.22					45,185.22					
Nov 28-25	VOIDED??	4457							-					
Nov 28-25	PAUL OUIMET	4458		0.64					0.64					
Nov 28-25	OLYMPIA TRUST COMPANY ITF GREGORY ALLAN PEACE	4459		0.77					0.77					
Nov 28-25	OLYMPIA TRUST COMPANY ITF CHRISTOPHER MONTELEONE	4460		0.60					0.60					
Nov 28-25	OLYMPIA TRUST COMPANY ITF DINO BERNARDO	4461		0.77					0.77					
Nov 28-25	BC DIRECT MAIL WORKS INC.	4462		41,644.82					41,644.82					
Nov 28-25	LORNA MCMILLAN	4463		0.39					0.39					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MARTIN KOSLOWSKI	4464		0.28					0.28					
Nov 28-25	OLYMPIA TRUST COMPANY ITF WILLIAM ELLIOTT	4465		0.58					0.58					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4466		0.46					0.46					
Nov 28-25	OLYMPIA TRUST COMPANY ITF JESSICA RUSSELL	4467		0.57					0.57					
Nov 28-25	GREGORY JOHN OVINGTON	4468		37,559.48					37,559.48					
Nov 28-25	E.A. OVINGTON INC.	4469		0.60					0.60					
Nov 28-25	OLYMPIA TRUST COMPANY ITF SHARON LARSON	4470		8,437.82					8,437.82					
Nov 28-25	JESSICA RUSSELL	4471		0.28					0.28					
Nov 28-25	OLYMPIA TRUST COMPANY ITF MONTY FREDERICK TEMPLETON	4472		14,751.38					14,751.38					
Nov 25-25	MNP LLP	4473		5,512.50							5,512.50			
Nov 28-25	VOIDED??	4474												
Nov 28-25	NESBITT BURNS ITF ROGER ULMER	4475		22,018.12					22,018.12					
Nov 28-25	VOIDED??	4476												
Nov 28-25	GEORGE OUIMET / JUDY OUIMET	4477		10,665.66					10,665.66					
Nov 28-25	RBC DOMINION SECURITIES INC. ITF CHRISTINE VETTER	4478		29,385.85					29,385.85					
Nov 28-25	BANK CHARGE			19.00								19.00		
Nov 28-25	BCRS ADMIN FEE			175.00								175.00		
Nov 28-25	BCRS LOC INTEREST			7,525.55										7,525.55

KAM-MIC INVESTMENT CORP.
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)
SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

			TD CT BANK 9144-0596006		TD CT LOC 276 9596006-02		SMC IN TRUST CLEARING	LOAN INVESTMENTS	DIVIDENDS PAYABLE	PREFERRED SHARE CAPITAL	ACCOUNTING & LEGAL	BANK CHARGES	DIRECTOR FEES	INTEREST CHARGES
DATE	DESCRIPTION	REF#	DR	CR	DR	CR	DR (CR)	DR (CR)	DR	DR (CR)	DR	DR	DR	DR
Nov 28-25	LOC ADVANCE		50,000.00			50,000.00								
Dec 01-25	LOC ADVANCE		135,000.00			135,000.00								
Dec 02-25	LOC ADVANCE		115,000.00			115,000.00								
Dec 03-25	DEPOSIT - SMC		286,778.10				(286,778.10)							
Dec 03-25	LOC PAYMENT			275,000	275,000.00									
Dec 05-25	LOC ADVANCE		40,000.00			40,000.00								
Dec 09-25	DEPOSIT - SMC		2,470.93				(2,470.93)							
Dec 09-25	LOC ADVANCE		85,000.00			85,000.00								
Dec 10-25	LOC ADVANCE		155,000.00			155,000.00								
Dec 15-25	LOC ADVANCE		10,000.00			10,000.00								
Dec 16-25	RBC DOMINION SECURITIES INC. ITF ANNE BERTHA WELLS	4479		14,000.00						14,000.00				
Dec 16-25	CATES FORD SOLL & EPP	4480		4,164.48							4,164.48			
Dec 16-25	MNP LLP	4481		5,512.50							5,512.50			
Dec 17-25	LOC ADVANCE		5,000.00			5,000.00								
Dec 23-25	LOC ADVANCE		50,000.00			50,000.00								
Dec 31-25	BANK CHARGE			19.00								19.00		
Dec 31-25	BANK CHARGE			47.50								47.50		
Dec 31-25	BCRS ADMIN FEE			175.00								175.00		
Dec 31-25	BCRS LOC INTEREST			9,123.89										9,123.89
Dec 31-25	LOC ADVANCE		10,000.00			10,000.00								
Jan 06-26	LOC ADVANCE		15,000.00			15,000.00								
Jan 09-26	DEPOSIT - SMC		5,377.70				(5,377.70)							
Jan 09-26	LOC PAYMENT			5,000.00	5,000.00									
Jan 30-26	DEPOSIT - SMC		15,171.78				(15,171.78)							
Jan 30-26	BANK CHARGE			19.00								19.00		
Jan 30-26	BCRS ADMIN FEE			175.00								175.00		
Jan 30-26	BCRS LOC INTEREST			9,761.70										9,761.70
Feb 06-26	LOC PAYMENT			5,000.00	5,000.00									
Feb 13-26	LOC ADVANCE		5,000.00			5,000.00								
Feb 18-26	DEPOSIT - SMC		15,171.79				(15,171.79)							
Feb 25-26	LOC PAYMENT			15,000.00	15,000.00									
Feb 27-26	LOC ADVANCE		5,000.00			5,000.00								
Feb 27-26	BANK CHARGE			19.00								19.00		
Feb 27-26	BCRS ADMIN FEE			175.00								175.00		
Feb 27-26	BCRS LOC INTEREST			8,789.41										8,789.41
Mar 02-26	PPSA REGISTER			42.44								42.44		
Mar 27-26	ANNUAL REVIEW FEE			2,000.00								2,000.00		
Mar 27-26	LOC ADVANCE		5,000.00			5,000.00								
Mar 31-26	BANK CHARGE			19.00								19.00		
Mar 31-26	BCRS ADMIN FEE			175.00								175.00		
Mar 31-26	BCRS LOC INTEREST			9,667.63										9,667.63
Mar 31-26	LOC ADVANCE		10,000.00			10,000.00								
Apr 10-26	DEPOSIT - SMC		14,020.15				(14,020.15)							

KAM-MIC INVESTMENT CORP.

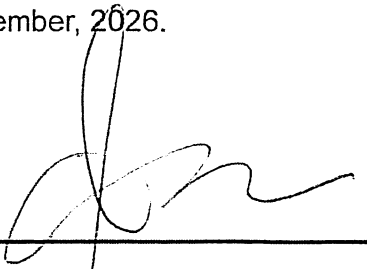
JOURNAL (EXCLUDING TRANSACTIONS IN STEWART MORTGAGE CORP.'S TRUST ACCOUNT)

SEPTEMBER 1, 2020 TO AUGUST 31, 2026

DO 18/09/26

DATE	DESCRIPTION	REF#	TD CT BANK 9144-0596006 DR	TD CT BANK 9144-0596006 CR	TD CT LOC 276 9596006-02 DR	TD CT LOC 276 9596006-02 CR	SMC IN TRUST CLEARING DR (CR)	LOAN INVESTMENTS DR (CR)	DIVIDENDS PAYABLE DR	PREFERRED SHARE CAPITAL DR (CR)	ACCOUNTING & LEGAL DR	BANK CHARGES DR	DIRECTOR FEES DR	INTEREST CHARGES DR
Apr 17-26	LOC PAYMENT			15,000.00	15,000.00									
Apr 30-26	DEPOSIT - SMC		14,107.87				(14,107.87)							
Apr 30-26	BANK CHARGE			19.00								19.00		
Apr 30-26	BCRS ADMIN FEE			175.00								175.00		
Apr 30-26	BCRS LOC INTEREST			9,450.97										9,450.97
May 07-26	LOC PAYMENT			5,000.00	5,000.00									
May 29-26	LOC ADVANCE		10,000.00			10,000.00								
May 29-26	BANK CHARGE			19.00								19.00		
May 29-26	BCRS ADMIN FEE			175.00								175.00		
May 29-26	BCRS LOC INTEREST			9,643.14										9,643.14
Jun 30-26	BANK CHARGE			19.00								19.00		
Jun 30-26	BCRS ADMIN FEE			175.00								175.00		
Jun 30-26	BCRS LOC INTEREST			9,375.60										9,375.60
Jun 30-26	LOC ADVANCE		10,000.00			10,000.00								
Jul 02-26	DEPOSIT - SMC		5,377.75				(5,377.75)							
Jul 02-26	DEPOSIT - SMC		11,907.13				(11,907.13)							
Jul 09-26	LOC PAYMENT			20,000.00	20,000.00									
Jul 31-26	BANK CHARGE			19.00								19.00		
Jul 31-26	BCRS ADMIN FEE			175.00								175.00		
Jul 31-26	BCRS LOC INTEREST			9,693.85										9,693.85
Jul 31-26	LOC ADVANCE		10,000.00			10,000.00								
Aug 31-26	DEPOSIT - SMC		109,220.19				(109,220.19)							
Aug 31-26	BANK CHARGE			19.00								19.00		
Aug 31-26	BCRS ADMIN FEE			175.00								175.00		
Aug 31-26	BCRS LOC INTEREST			9,667.34										9,667.34
Aug 31-26	LOC PAYMENT			95,000.00	95,000.00									
	FISCAL 2025/26 SUBTOTALS		2,038,604.37	2,026,591.38	965,000.00	1,030,000.00	(1,008,604.37)	248,000.00	1,053,490.16	(370,232.00)	15,189.48	4,417.94	-	110,725.80

This is **Exhibit** M referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

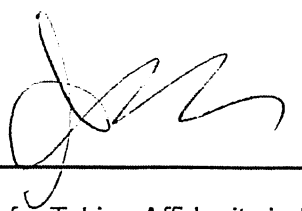


A Commissioner for Taking Affidavits in British Columbia.

Kam-Mic Investment Corp. Mortgage Portfolio Summary - Month: August 2026

Acct.	Mortgagor	Address	LTV	Interest Only	Matures	Qual. Con. 1st	Qual. Res. 1st	Qual. Res. 2nd	Non.Qual. Res	Other	Past 61 days	Current	Rate	Term	Rank
250	Sumal	5455 Yellowhead Highway Kamloops	68	Yes	Aug.15/27	$ -	$ 52,181.19	$ -	$ -	$ -		Yes	10	1	1
405	Headhunters Hair	350 Seymour St. Kamloops	75	Yes	July 15/27	$ -	$ -	$ -	$ 96,812.95	$ -		Yes	10	1	1
424	Hunter	5664 Canim Hendrix Rd. Williams Lake	84.2	Yes	July 1/27	$ -	$ 225,000.00	$ -	$ -	$ -		Yes	12	1	1
471	Pennell	37 Vavenby Bridge Rd. Vavenby	76	No	Jan. 1/27	$ -	$ -	$ -	$ 153,626.29	$ -		Yes	10	1	1
480	Carhoun	1545 Hugh Allan Dr. Kamloops	50	Yes	July 15/27	$ -	$ -	$ -	$ -	$ 350,000.00		Yes	10	1	1
497	Hunter	5664 Canim Hendrix Rd. Williams Lake	65	No	Nov. 1/26	$ -	$ -	$ -	$ 93,757.55	$ -		Yes	12	1	2
540	McMahon	818 Clearwater Village Rd. + 4 other Parcels Clearwate	43.5	Yes	June 15/27	$ -	$ 300,000.00	$ -	$ 70,000.01	$ -		Yes	10	1	1
548	North 51 Holdings	Airport Rd. Revelstoke BC	30	Yes	Jan 1/27	$ -	$ -	$ -	$ -	$ 600,000.00		Yes	13	1	1
550	Farough	3798 Copper Creek Rd. Kamloops (Red Lake)	60	Yes	Mar 1/27	$ -	$ -	$ -	$ 465,000.00	$ -		Yes	10	1	1
569	Alexander	1947 Valleyview Dr. Kamloops	48	Yes	May 1/27	$ -	$ 276,250.00	$ -	$ -	$ -		Yes	10	1	1
574	Wid Duck Inn	1720 Fremont St. Port Coquitlam	25	Yes	July 1/27	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	10	1	1
589	Perry	636 Battle St. Kamloops	33	Yes	May 15/27	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	12	1	1
592	Clearwater Redi-mix	7569 McCarthy Rd. Bridge Lake BC	70	Yes	June 15/27	$ -	$ -	$ -	$ 357,000.00	$ -		Yes	10	1	1
593	Esan	312 - 360 Battle St. Kamloops	30	Yes	July 1/27	$ -	$ 125,000.00	$ -	$ -	$ -		Yes	16	1	1
596	North 51 Holdings	705 Center St. Revelstoke	60	Yes	Oct 15/26	$ -	$ -	$ -	$ 750,000.00	$ -		Yes	16	1	1
603	Pawlyshyn	1555 Howe Rd. Kamloops	29	Yes	Jan 15/27	$ -	$ 80,000.00	$ -	$ -	$ -		Yes	10	1	1
606	Germyn	9115 Kealty Rd. Kamloops	16	Yes	Feb 15/27	$ -	$ 49,592.30	$ -	$ -	$ -		Yes	11	1	1
609	Kampan Developments Ltd.	2713 Beachmount Cres Kamloops	66	Yes	Feb 1/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
618	Ojavee-Singer Developments	3 - 2576 Elston Rd.	70	Yes	June 1/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
622	Trout Creek Construction	864 Cantle Kamloops	62	Yes	July 15/27	$ -	$ 820,000.00	$ -	$ -	$ -		Yes	10	1	1
624	Chinook Construction Ltd.	Lot 67 Highland Blind Bay	60	Yes	May 15/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
625	McKay	723 Park Dr. Clearwater	65	Yes	July 15/27	$ -	$ 100,000.00	$ -	$ -	$ -		Yes	13	1	1
628	Kamloops Care Home Ltd.	55 W. Nicola	15.75	Yes	July 15/27	$ -	$ 115,310.48	$ -	$ -	$ -		Yes	10	1	1
632	1275750 B.C. Ltd.	2146 Lupin Kamloops	65	Yes	July 15/27	$ -	$ -	$ -	$ 650,000.00	$ -		Yes	10	1	1
633	MacFin Developments	16 - 1900 Ord Rd. Kamloops	65	Yes	Aug 15/27	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
635	0930141 B.C. Ltd.	Lot 42 Centennial Dr. Blind Bay	70	Yes	June 1/27	$ -	$ 430,000.00	$ -	$ -	$ -		Yes	10	1	1
636	K. Builders Mechanical	1264 Montgomery Place, Chase	70	Yes	July 1/26	$ -	$ 375,000.00	$ -	$ -	$ -		Yes	10	1	1
637	CBT Mechanical	1627 Gelrich Ave Kamloops	65	Yes	July 15/26	$ -	$ 351,402.32	$ -	$ -	$ -		Yes	10	1	1
638	Lougheed	3920 Heffley-Louis Creek Rd.	30	Yes	Sept 1/26	$ -	$ -	$ -	$ 350,000.00	$ -		Yes	10	1	1
639	1275750 B.C. Ltd.	1620 Tranquille Rd	70	Yes	Aug 15/27	$ -	$ 327,500.00	$ -	$ -	$ -		Yes	10	1	1
640	K. Builders Mechanical	Lot E Copperview Dr. Blind Bay	70	Yes	Oct 15/26	$ -	$ 500,000.00	$ -	$ -	$ -		Yes	10	1	1
642	Engl Construction	77 Peter Rd. Kamloops	47	Yes	Dec 15/26	$ -	$ 525,000.00	$ -	$ -	$ -		Yes	11	1	1
643	James	1304 Lamar/406-683 Victoria St.	29	Yes	Oct 1/26	$ -	$ 435,000.00	$ -	$ -	$ -		Yes	12	1	1
644	Hovencamp	7265 Heffley Louis Creek Road	52	Yes	Dec 15/26	$ -	$ 229,945.21	$ -	$ -	$ -		Yes	12	1	1
647	Farough	Lot A 3798 Copper Creek Rd. Kamloops (Red Lake)	65	Yes	June 1/27	$ 575,000.00	$ -	$ -	$ -	$ 200,000.00		Yes	12	1	1
649	K&C's Construction	Lot F Copperview Drive, Blind bay, BC	25	Yes	Sept 1/26	$ -	$ 400,000.00	$ -	$ -	$ -		Yes	10	1	1
650	Hagglund/0731852 B.C. Ltd	LOT 1 Tappen Notch Hill Rd	35	Yes	Sept 15/26	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	12	1	1
651	Hascarl Property Holdings	710 Whatshan Lake Road	50	Yes	Oct 15/26	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	10	1	1
652	Coombs	1906 Qu'Appelle Blvd	48	Yes	Sept 1/26	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
						$ 575,000.00	$ 7,117,181.50	$ -	$ 4,188,196.80	$ 2,150,000.00					
	Total Portfolio	$14,028,378.30													
	% of Portfolio=		52.2167			4.10	50.73	0.00	29.84	15.33	100.00		10.872		

This is **Exhibit** N referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

darren eaoinc.com

From: Raven, Sterling <Sterling.Raven@td.com>
Sent: September 10, 2026 4:32 PM
To: darren eaoinc.com
Cc: GARY MIRTLE; Brett Mirtle
Subject: RE: Agency Agreement - Deposit Question

Hi Darren,

Michelle Chapman will have a secure email sent over first thing tomorrow that includes a directors resolution to remove Jamie as a signing authority.

Michelle has already cancelled the cards for Jamie and Johns old card.

Let me know if you don't see it early on.

Thanks,

Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking
Transit #9158 | BC Interior Commercial Center |
Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
C: 250-571-4184 F: 250-314-5066
Email: sterling.raven@td.com

From: darren eaoinc.com <darren@eaoinc.com>
Sent: Thursday, September 10, 2026 4:10 PM
To: Raven, Sterling <Sterling.Raven@td.com>
Cc: GARY MIRTLE <gmirtle@shaw.ca>; Brett Mirtle <brett@fmmkamloops.ca>
Subject: RE: Agency Agreement - Deposit Question

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Hi Sterling!

Attached please find our signed letter of direction.

Let us know if you need anything further.

Thanks!

Darren

From: Raven, Sterling <Sterling.Raven@td.com>
Sent: September 10, 2026 3:35 PM

To: darren eaoinc.com <darren@eaoinc.com> 81
Subject: FW: Agency Agreement - Deposit Question

Hi Darren,

Removing Jamie will not allow him to make deposits. If he is going to provide money, best course is to get him to provide a cheque and the directors can deposit it.

Thanks,

Sterling

From: Raven, Sterling
Sent: Thursday, September 10, 2026 3:02 PM
To: darren eaoinc.com <darren@eaoinc.com>
Subject: Agency Agreement

Hi Darren,

See attached. I don't have anything newer than this. The document was referenced when we had asked about the setup between Kam Mic and Stewart Mortgage.

Thanks for meeting today and the update.

Sterling Raven, CPA | Senior Manager Commercial Services | TD Commercial Banking
Transit #9158 | BC Interior Commercial Center |
Unit 340 – 301 Victoria St. | Kamloops | BC | V2C 2A3
C: 250-571-4184 F: 250-314-5066
Email: sterling.raven@td.com

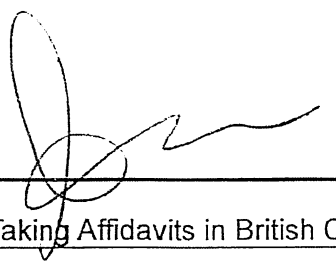
Internal / Interne

If you wish to unsubscribe from receiving commercial electronic messages from TD Bank Group, please click here or go to the following web address: www.td.com/tdoptout
Si vous souhaitez vous désabonner des messages électroniques de nature commerciale envoyés par Groupe Banque TD veuillez cliquer ici ou vous rendre à l'adresse www.td.com/tddesab

NOTICE: Confidential message which may be privileged. Unauthorized use/disclosure prohibited. If received in error, please go to www.td.com/legal for instructions.
AVIS : Message confidentiel dont le contenu peut être privilégié. Utilisation/divulgation interdites sans permission. Si reçu par erreur, prière d'aller au www.td.com/francais/avis_juridique pour des instructions.

Internal / Interne

This is **Exhibit** C referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

September 11, 2026

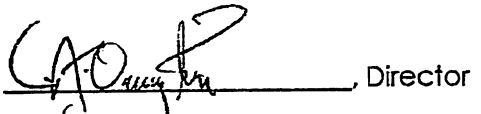
KAM-MIC INVESTMENT CORP. (the "Company")

LETTER of DIRECTION to THE TORONTO-DOMINION BANK

The undersigned Directors of the Company hereby instruct The Toronto-Dominion Bank to remove the signing authorization of Jamie Stewart from all accounts held with Kam-Mic Investment Corp.

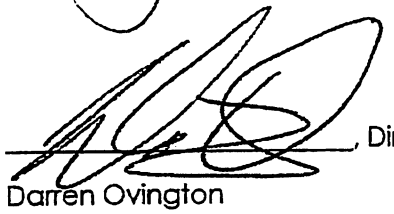
Furthermore, please cancel any and all access cards issued by The Toronto-Dominion Bank to access any accounts in the name of Kam-Mic Investment Corp. which have been issued in the name of Jamie Stewart and / or John Stewart.

Signed on September 11, 2026:



_____, Director

Edward Ovington



_____, Director

Darren Ovington

TD Canada Trust

Corporate Resolution

Resolution of the Directors of KAM-MIC INVESTMENT CORP (the Corporation)

carrying on business under the name of _____ (the Business Name)

Whereas it is in the interest of the Corporation to enter into arrangements for the provision of financial products and/or services with The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation and The Canada Trust Company[1] (collectively, the "Bank"), therefore;

Be it resolved that:

1. The Corporation may from time to time:
   (a) open, maintain and operate one or more accounts with the Bank and do all things in relation thereto;
   (b) borrow money or otherwise obtain credit from the Bank in such amounts and on such terms as may be deemed appropriate, by loans, advances, overdrafts, financial leases or otherwise;
   (c) mortgage, hypothecate, charge, pledge, assign, convey, transfer or otherwise grant a security interest in any or all of the property, real and personal, immovable and moveable, undertaking and rights of the Corporation, present and future, to secure the payment and performance of any or all of the present and future indebtedness, liabilities and obligations of the Corporation to the Bank;
   (d) enter into further arrangements for the provision of financial products and/or services with the Bank;
   (e) guarantee the obligations of any third party to the Bank either with or without security; and
   (f) do all such acts and things and execute and deliver any and all agreements or other instruments as deemed necessary by the Bank to give full effect to this resolution.
2. In accordance with any restrictions set out below, the persons holding the offices listed below from time to time are authorized for and on behalf of the Corporation to:
   (a) execute and deliver all of the documents and instruments contemplated by this resolution;
   (b) give the Bank instructions in connection with any of the foregoing;
   (c) conduct all aspects of the Corporation's banking relationship with the Bank;
   (d) further delegate the authority granted hereunder to such person or persons as the authorized signing officer(s) may select at any time and from time to time; and
   (e) appoint, add, remove and/or replace signing officers (including appointing specific signing officers in respect of specified accounts) and to establish and change the Signing Officer Requirements/Restrictions from time to time on prior written notice to the Bank.

   The Bank is entitled to rely on such documents, instruments, instructions and transactions as duly and validly authorized and binding on the Corporation including, without limitation, any documents, instruments, instructions and transactions made, drawn, accepted, endorsed or signed by any delegate(s). The Bank does not need to make any further inquiry into the authority of the authorized signing officers or delegates to bind the Corporation.

Signing Officers (Identify by title and not by name)	**The persons holding the corresponding offices, as of the date hereof, are:**
Title: DIRECTOR	Name: BRETT DAVID MIRTLE
Title: DIRECTOR	Name: GARY MIRTLE
Title: DIRECTOR	Name: DARREN MICHAEL OVINGTON
Title: SECRETARY	Name: EDWARD OVINGTON
Title:	Name:
Title:	Name:

Any titled officer or signing officer of the Corporation is authorized to certify to the Bank the names of those persons who are holders from time to time of the positions authorized as signing officers, and such certification, when received by the Bank, shall be binding on the Corporation.

Signing Officer Requirements/Restrictions

Record the signing requirements, using titles only and not names, e.g. "any one to sign", "the President to sign alone", the President and the Secretary to sign together.

ANY TWO TO SIGN

Certified a true copy of a Resolution duly passed by the Board of Directors of the Corporation and that this Resolution is now in full force and effect and unamended.

Dated this 16 day of SEPTEMBER, 2026

X _____

Name: EDWARD OVINGTON

X _____

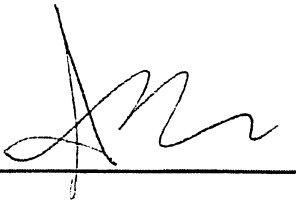
Name: DARREN MICHAEL OVINGTON

Note: This form must be signed by the Corporation's titled officer(s), e.g. President, Secretary, Treasurer, Vice-President or signing officer(s) of the Corporation.

[1] TD Mortgage Corporation and TD Pacific Mortgage Corporation are loan companies incorporated under the *Trust and Loan Companies Act* of Canada, and member institutions of the Canada Deposit Insurance Corporation. The Canada Trust Company is a trust company incorporated under the *Trust and Loan Companies Act* of Canada, and a member institution of the Canada Deposit Insurance Corporation.

592014 (0819)

This is **Exhibit** P referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

Status: Registered Doc #: KL84388 RCVD: 1997-08-12 RQST: 2026-09-86 09.44.56

97 AUG 12 10 22 KL084388

LAND TITLE OFFICE
KAMLOOPS/NELSON

Land Title Act
Form B
(Section 219.1)
Province of British Columbia

MORTGAGE - PART 1

(This area for Land Title Office use)

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

KEN B. MACKINLAY Client No. 10680
Notary Public
100 - 153 Seymour Street
Kamloops, B.C. V2C 2C7
Phone 372-5322
(File #4689/KBM/ni)

01 97/08/12 10:22:50 01 KL 100918
CHARGE $50.00

Signature of ~~Solicitor or Applicant~~ or Agent

2. Parcel Identifier(s) and Legal Description(s) of the Mortgaged Land:*

(PID)	(Legal Description)
011-539-429	Lot 5, DL 316, KDYD, Plan 1570, except Plans H68 and 42422

3. Borrower(s) [Mortgagor(s)]: (including postal address(es) and postal code(s))*
SURAMJEET SINGH SUMAL, of 1115 Halston Avenue, Kamloops, B.C., V2B 2C2

4. Lender(s) [Mortgagee(s)]: (including occupation(s), postal address(es) and postal code(s)):*
KAM-MIC INVESTMENT CORP., (Inc. no. 265834), 100 - 153 Seymour Street, Kamloops, B.C., V2C 2C7

5. Payment Provisions:**

			Y	M	D
(a) Principal Amount: $85,000.00	(b) Interest Rate: 10.00% per annum	(c) Interest Adjustment Date:	97	08	15
(d) Interest Calculation Period: monthly	(e) Payment Dates: 15th day of each month in each year	(f) First Payment Date:	97	09	15
(g) Amount of each periodic payment: $708.33 interest only	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is 10.211% per annum.	(i) Last Payment Date:	98	09	15
(j) Assignment of Rents which the applicant wants registered? YES _ NO X If YES, page and paragraph number:	(k) Place of payment: Postal address in Item 4.	(l) Balance Due Date:	98	09	15

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space in any box insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.

Kamloops Agent
MACKINLAY AGENCIES LTD.
formerly Central Survey Services

Status: Registered Doc #: KL84388 RCVD: 1997-08-12 RQST: 2026-09-87 09.44.56

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land?	7. MORTGAGE secures a current or running account?
Yes __ No X	Yes No X

8. INTEREST MORTGAGED:

Freehold X

Other (specify)* _

9. MORTGAGE TERMS:

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

(a) Prescribed Standard Mortgage Terms X

(b) Filed Standard Mortgage Terms D.F. Number:

(c) Express Mortgage Terms (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:*

SEE SCHEDULE

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(s) Signature(s)	Execution Date			Borrower(s) Signature(s)
	Y	M	D	
	97	07	31	SURAMJEET SINGH SUMAL

R. DALE JANOWSKY, Q.C.
SUITE 770-175 2nd AVENUE
KAMLOOPS, B.C. V2C 5W1
Barrister & Solicitor

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. 1979 C. 116, 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.
*If space insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

Status: Registered Doc #: KL84388 RCVD: 1997-08-12 RQST: 2026-09-08 09.44.56

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 Instrument form.

10. ADDITIONAL OR MODIFIED TERMS

a. Witness that in consideration of the sum of $85,000.00 of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, his heirs, and assigns, forever, all his interest in and to the land.

b. PROVIDED this Mortgage to be void on payment of $85,000.00 of lawful money of Canada, with interest at 10.00% per annum, calculated monthly, not in advance, from the 15th day of August, 1997 and payable as well after as before maturity as follows:

The sum of $708.33, interest only, shall be paid on the 15th day of September, 1997 and the further sums of $708.33, interest only, shall be paid on the 15th day of each and every consecutive month thereafter up to and including the 15th day of September, 1998, and then on the 15th day of September, 1998, the full principal balance owing, together with interest due and owing shall be fully paid.

c. PROVIDED HOWEVER, that should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described property, then the entire balance of this Mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

d. The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post-dated cheques commencing the 15th day of September, 1997 and with each cheque being in the amount of $708.33.

e. PROVIDED FURTHER, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, PROVIDED there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

f. In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $50.00 for each payment returned.

g. FOR THE PURPOSES of the Interest Act of the Dominion of Canada and because the interest rate herein is calculated monthly, not in advance, the equivalent interest rate calculated semi-annually, not in advance, shall be as detailed as on Schedule "B" hereto.

Status: Registered Doc #: KL84388 RCVD: 1997-08-12 RQST: 2026-09-09.44.56

SCHEDULE "B"

Interest Rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance
6.000%	6.076%	9.500%	9.690%
6.125%	6.204%	9.625%	9.820%
6.250%	6.332%	9.750%	9.950%
6.375%	6.460%	9.875%	10.080%
6.500%	6.589%	10.000%	10.211%
6.625%	6.717%	10.125%	10.341%
6.750%	6.846%	10.250%	10.471%
6.875%	6.974%	10.375%	10,602%
7.000%	7.103%	10.500%	10.732%
7.125%	7.232%	10.625%	10.863%
7.250%	7.360%	10.750%	10.994%
7.375%	7.489%	10.875%	11.124%
7.500%	7.618%	11.000%	11.255%
7.625%	7.747%	11.125%	11.386%
7.750%	7.876%	11.250%	11.517%
7.875%	8.005%	11.375%	11.648%
8.000%	8.135%	11.500%	11.779%
8.125%	8.264%	11.625%	11.910%
8.250%	8.393%	11.750%	12.041%
8.375%	8.523%	11.875%	12.173%
8.500%	8.652%	12.000%	12.304%
8.625%	8.782%	12.125%	12.435%
8.750%	8.911%	12.250%	12.567%
8.875%	9.041%	12.375%	12.698%
9.000%	9.170%	12.500%	12.830%
9.125%	9.300%	12.625%	12.962%
9.250%	9.430%	12.750%	13.094%
9.375%	9.560%	12.875%	13.225%

Status: Registered Doc #: KL84388 RCVD: 1997-08-12 RQST: 2026-09-[illegible]09.44.56

SCHEDULE "B"

Interest Rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated half-yearly not in advance
13.000%	13.357%	16.500%	17.078%
13.125%	13.489%	16.625%	17.212%
13.250%	13.621%	16.750%	17.345%
13.375%	13.753%	16.875%	17.480%
13.500%	13.885%	17.000%	17.614%
13.625%	14.018%	17.125%	17.748%
13.750%	14.150%	17.250%	17.882%
13.875%	14.282%	17.500%	18.016%
14.000%	14.415%	17.625%	18.151%
14.125%	14.547%	17.625%	18.285%
14.250%	14.680%	17.750%	18.419%
14.375%	14.812%	17.875%	18.554%
14.500%	14.945%	18.000%	18.689%
14.625%	15.078%	18.125%	18.823%
14.750%	15.211%	18.250%	18.958%
14.875%	15.344%	18.375%	19.093%
15.000%	15.477%	18.500%	19.228%
15.125%	15.610%	18.625%	19.363%
15.250%	15.743%	18.750%	19.498%
15.375%	15.876%	18.875%	19.633%
15.500%	16.009%	19.000%	19.768%
15.625%	16.143%	19.125%	19.903%
15.750%	16.276%	19.250%	20.039%
15.875%	16.409%	19.375%	20.174%
16.000%	16.543%	19.500%	20.310%
16.125%	16.677%	19.625%	20.445%
16.250%	16.810%	19.750%	20.581%
16.375%	16.944%	19.875%	20.716%

END OF DOCUMENT

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-07 09.44.56

LAND TITLE ACT KN094387 99 OCT 13 10 05 KN094386
FORM B
(Section 219.1)
LAND TITLE OFFICE
KAMLOOPS/NELSON
[Province] of
British Columbia

C-55
C-55

MORTGAGE - PART 1

Page 1 of 9 pages

ABSTRACT REGISTRY SERVICES LTD. 372-0748

1. Application: *(Name, Address, phone number and signature of applicant, applicant's solicitor or agent)*

TAYLOR, EPP & DOLDER
Barristers & Solicitors
#300 - 153 Seymour Street
KAMLOOPS, BC, V2C 2C8
10971

Per: Elmer V. Epp
Phone: 374-3456
File: 99-25,205(69)

Tanya Johnsen

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

(PID) 001-887-432 KM56460

(LEGAL DESCRIPTION) Lot 1, Section 7, Township 20, Range 13, West of the 6th Meridian, Kamloops Division Yale District, Plan 32278

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

DAVID EARL MADIUK, Builder and ERIKA MADIUK, Registered Nurse, both of 3553 Navatanee Drive, Kamloops, British Columbia, V2H 1S1 and HARRY CHARLES RIEDEL, Businessman, of #7 Odessa Place, St. Albert, Alberta, T8N 6C6, as JOINT TENANTS

01 99/10/13 10:08:26 01-KL 312547
CHARGE 4110.00

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

KAM-MIC INVESTMENT CORP., (Inc. No. 265834), c/o 100 - 153 Seymour Street, Kamloops, British Columbia, V2C 2C7

5. PAYMENT PROVISIONS:

(a) Principal Amount: $40,000.00	(b) Interest Rate: 11.0%	(c) Interest Adjustment Date:	Y 99	M 11	D 1
(d) Interest Calculation Period: monthly	(e) Payment Dates: 1st day of each month	(f) First Payment Date:	99	12	1
(g) Amount of each periodic payment: $450.00	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is 11.255% per annum	(i) Last Payment Date:	00	11	1
(j) Assignment of Rents which the applicant wants registered Yes: [X] No: [ ] If Yes, Page and Paragraph #: Pages 6 - 9 of this Mortgage	(k) Place of Payment: same address as item 4 above	(l) Balance Due Date:	00	11	1

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-09 09.44.56

6. MORTGAGE contains:
floating charge on land? Yes: [ ] No: [X]

7. MORTGAGE secures a current or running account? Yes: [X] No: [ ]

8. INTEREST MORTGAGED:

Freehold	[X]
Other (specify)	[ ]

9. MORTGAGE TERMS:
Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms	[X]	
(b) Filed Standard Mortgage Terms	[ ]	D.F. Number
(c) Express Mortgage Terms	[ ]	(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:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

ROYAL BANK OF CANADA Mortgage No. KM56461 and ROYAL BANK OF CANADA Assignment of Rents No. KM56462

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
ELMER VERNON EPP Barrister & Solicitor 300 - 153 Seymour Street KAMLOOPS, BC, V2C 2C8 (as to both signatures)	99	10	12	DAVID EARL MADIUK ERIKA MADIUK

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., 1979, c. 116, 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.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-23 09.44.56

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
BRADLEY M. CODY Barrister & Solicitor GOLDSMAN & RITZEN BARRISTERS, SOLICITORS, NOTARIES 609 GRANDIN PARK TOWER 22 SIR WINSTON CHURCHILL AVE. ST. ALBERT, ALBERTA T8N 1B4	99	10	07	HARRY CHARLES RIEDEL

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. 1979, c.116, 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.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-09 09.44.56

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.

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of FORTY THOUSAND DOLLARS ($40,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, his heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of FORTY THOUSAND DOLLARS ($40,000.00) of lawful money of Canada, with interest at ELEVEN PER CENT (11.0%) per annum, calculated monthly, not in advance, from the 1st day of November, 1999 and payable as well after as before maturity as follows:

> The sum of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) blended principal and interest shall be paid on the 1st day of December, 1999 and the further sums of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) blended principal and interest shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of November, 2000, and then on the 1st day of November, 2000, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post dated cheques commencing on the 1st day of December, 1999 and with each cheque being in the amount of $450.00.

(E) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(F) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance with coverage in the amount of $125,000.00, outlining Kam-Mic Investment Corp. as second loss payable.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-25 09.44.56

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.

10. ADDITIONAL OR MODIFIED TERMS continued:

(G) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $50.00 for each payment returned.

(H) The Mortgagors acknowledge that this mortgage is a second charge subject to first mortgage in favour of the Royal Bank of Canada registered under No. KM56461 and the Mortgagors covenant and agree to save harmless the Mortgagee from any liability under the terms of the said Royal Bank of Canada mortgage that may occur due to the default of the Mortgagors herein.

It is further understood and agreed that any default under the terms of the said Royal Bank of Canada mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to the Royal Bank of Canada the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagors at the option of the Mortgagee.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-26 09.44.56

CONDITIONAL ASSIGNMENT OF RENTALS

THIS AGREEMENT entered into this 12 day of oct, 1999.

BETWEEN:

DAVID EARL MADIUK, Builder and ERIKA MADIUK, Registered Nurse, both of 3553 Navatanee Drive, Kamloops, British Columbia, V2C 2J2 and HARRY CHARLES RIEDEL, Businessman, of #7 Odessa Place, St. Albert, Alberta, T8N 6C6, as JOINT TENANTS

(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND:

KAM-MIC INVESTMENT CORP., (Inc. No. 265834), c/o 100 - 153 Seymour Street, Kamloops, British Columbia, V2C 2C7

(hereinafter referred to as the "Mortgagee")

OF THE SECOND PART

WITNESSETH WHEREAS the Party of the First Part is the present owner in fee simple of property legally described as:-

Parcel Identifier: 001-887-432

Lot 1, Section 7, Township 20, Range 13, West of the 6th Meridian, Kamloops Division Yale District, Plan 32278

in the Kamloops Assessment Area, Province of British Columbia, and the Party of the Second Part is the owner and holder of a second mortgage covering the said premises, which said mortgage is the original principal sum of FORTY THOUSAND ($40,000.00) DOLLARS made by David Earl Madiuk, Erika Madiuk and Harry Charles Riedel to Kam-Mic Investment Corp. under date of Oct.7 & Oct.12, 1999.

AND WHEREAS the Party of the Second Part, as a condition to granting the aforesaid mortgage loan, has required the execution of this Assignment of Rentals of the mortgaged premises by the Party of the First Part;

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-07 09.44.56

NOW THEREFORE, in order further to secure the payment of the indebtedness of the Owner to the Mortgagee, and in consideration of the making of the loan represented by the aforesaid mortgage and in further consideration of the premises and of mutual agreement herein made, the said Owner does hereby sell, assign, transfer and set over unto the Mortgagee all of the rents, issues and profits of the aforesaid mortgaged premises, this Assignment to become operative upon any default being made by the Owner under the terms of the aforesaid mortgage and to remain in full force and effect so long as any default continues to exist in the manner of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid mortgage.

1. In furtherance of the foregoing Assignment, the Owner hereby authorizes the Mortgagee by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of the Owner or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the continuance of the said or any other default; and to this end, the Owner further agrees that he will facilitate in all reasonable ways the Mortgagee's collection of said rents and will, upon request by the Mortgagee, execute a written notice to each tenant directing the tenant to pay rent to the said Mortgagee.

2. The Owner also hereby authorizes the Mortgagee upon such entry, at its option, to take over and assume the management, operation and maintenance of the said mortgage premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be needful in connection therewith, in the same manner and to the same extent as the Owner theretofore might do, including the right to effect new Leases, to cancel or surrender existing Leases, to alter or amend the terms of the existing Leases, to renew existing Leases, or to make concessions to tenants; the Owner hereby releasing all claims against the Mortgagee arising out of such management, operation and maintenance, excepting the liability of the Mortgagee to account as hereinafter set forth.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-[illegible]09.44.56

3. The Mortgagee shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rates, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this Assignment, to any amounts due and owing to it by the Owner under the terms of mortgage, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Mortgagee. The Mortgagee shall not be accountable for more moneys than it actually received from the mortgaged premises; nor shall it be liable for failure to collect rents. The Mortgagee shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that the Owner shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants, and conditions of the said mortgage, then the Mortgagee within one (1) month after demand in writing shall re-deliver possession of the mortgaged premises to the Owner who shall remain in possession and unless and until another default occurs at which time the Mortgagee may at its option again take possession of the mortgaged premises under authority of this Indenture.

5. The Owner hereby covenants and warrants to the Mortgagee that neither he nor any previous owner has executed any prior Assignment of pledge of his landlord's interest in any lease of the whole or any part of the mortgaged premises. The Owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Mortgagee of this Assignment.

Status: Registered Doc #: KN94386 RCVD: 1999-10-13 RQST: 2026-09-09.44.56

6. It is not the intention of the parties hereto that an entry by the Mortgagee upon the mortgaged premises under the terms of this instrument shall constitute the said Mortgagee a "mortgagee in possession" in contemplation of law, except at the option of the Mortgagee.

7. This Assignment shall remain in full force and effect as long as the mortgage debt to the Mortgagee remains unpaid in whole or in part.

8. The provisions of this Instrument shall be binding upon the Owner and his or its legal representatives, successors or assigns and upon the Mortgagee and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "mortgage" shall be construed to mean the instrument securing the said indebtedness owned and held by the Mortgagee whether such instruments be mortgage, loan deed, trust deed, Vendor's lien or otherwise.

IT IS UNDERSTOOD AND AGREED that a full and complete release of the aforesaid mortgage shall operate as a full and complete release of all the Mortgagee's rights and interests hereunder and that after the said mortgage has been fully released, this Instrument shall be void and of no further effect.

END OF DOCUMENT

Status: Registered Doc #: LB62066 RCVD: 2007-05-31 RQST: 2026-09-10 09.44.56

1/1 31 MAY 2007 13 28 LB062066 C-65 65

Land Title Act
Form B
(Section 225)
Province of British Columbia
MORTGAGE - PART 1 (This area for Land Title Office use) Page 1 of 3 pages

ABSTRACT REGISTRY 10330

1 Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) Mortgage Loan No. 53173050-001

Taylor Epp & Dolder, Barristers & Solicitors
#300-153 Seymour St.
Kamloops, B.C. V2C 2C8
Phone: (250) 374-3456 File No. 07-25,205(187)
LTO Client No. 10971

Signature of Applicant's Solicitor or Agent

2 Parcel Identifier(s) and Legal Description(s) of the Mortgaged Land:*

01 07/05/31 13:34:00 01 KL 997241
CHARGE $65.65

(PID)	(Legal Description)
008-013-900	Lot 1, District Lot 4176, Lillooet District, Plan 19502, except Plan E13468

3 Borrower(s) [Mortgagor(s)]: (including postal address(es) and postal code(s))*

MELVILLE THOMAS HUNTER, Businessman, of P.O. Box 1489, 100 Mile House, BC,V0K2E0

4 Lender(s) [Mortgagee(s)]: (including occupation(s), postal address(es) and postal code(s))*

KAM-MIC INVESTMENT CORP., (Inc. No. 265834), c/o 100 - 153 Seymour Street, Kamloops, BC, V2C 2C7

5. Payment Provisions:**

(a) Principal Amount	(b) Interest Rate:	(c) Interest Adjustment Date:	Y M D
$225,000.00	10.0% per annum		07/06/01
(d) Interest Calculation Period:	(e) Payment Dates	(f) First Payment Date:	
Monthly, not in advance	1st day of each month		07/07/01
(g) Amount of each periodic payment:	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is 10.211% per annum.	(i) Last Payment Date:	
$1,875.00			08/06/01
(j) Assignment of Rents which the applicant wants registered? YES ___ NO X	(k) Place of payment: Postal address in Item 4.	(l) Balance Due Date:	08/06/01
If YES, page and paragraph number:			

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

Status: Registered Doc #: LB62066 RCVD: 2007-05-31 RQST: 2026-09-10 09.44.56

MORTGAGE - PART 1 Page 2

6. MORTGAGE contains floating charge on land?

Yes ___ No X

7. MORTGAGE secures a current or running account?

Yes ___ No X

8. INTEREST MORTGAGED:

Freehold X
Other (specify) ___*

9. MORTGAGE TERMS:

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

(a) Prescribed Mortgage Terms X
(b) Filed Standard Mortgage Terms ____ D.F. Number:
(c) Express Mortgage Terms ___ (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:*

SEE SCHEDULE

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)	Execution Date			Borrower(s) Signature(s)
	Y	M	D	
	2007	05	29	MELVILLE THOMAS HUNTER

LARRY L. McCREA
Barrister & Solicitor
#109 Highway 97
100 Mile House, BC V0K 2E0

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

Status: Registered Doc #: LB62066 RCVD: 2007-05-31 RQST: 2026-09-10 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of TWO HUNDRED & TWENTY FIVE THOUSAND DOLLARS ($225,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of TWO HUNDRED & TWENTY FIVE THOUSAND DOLLARS ($225,000.00) of lawful money of Canada, with interest at TEN PER CENT (10.0%) per annum, calculated monthly, not in advance, from the 1st day of June, 2007 and payable as well after as before maturity as follows:

> The sum of ONE THOUSAND EIGHT HUNDRED & SEVENTY FIVE DOLLARS ($1,875.00) interest only shall be paid on the 1st day of July, 2007 and the further sums of ONE THOUSAND EIGHT HUNDRED & SEVENTY FIVE DOLLARS ($1,875.00) interest only shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of June, 2008, and then on the 1st day of June, 2008, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post dated cheques commencing on the 1st day of July, 2007 and with each cheque being in the amount of $1,875.00.

(E) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(F) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(G) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $50.00 for each payment returned.

END OF DOCUMENT

Status: Registered Doc #: LB488834 RCVD: 2011-10-28 RQST: 2026-09-10 09.44.56

28 OCT 2011 10 36 LB488834

LAND TITLE ACT
FORM B
(Section 225)

MM 10/28/2011 10:38:16 AM 1 3
Charge 1 $73.40

Province of
British Columbia

MORTGAGE - PART 1 *(This area for Land Title Office use)* Page 1 of 4 pages

1. APPLICATION: *(Name, address, phone number and signature of applicant, applicant's solicitor or agent)*
Mortgage Loan No.

EPP CATES OIEN, Barristers & Solicitors
300, 125 4th Avenue, Kamloops, BC V2C 3N3
Phone: (250) 372-8811 File No. 11-055(8)
LTO Client No. 10971

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE MORTGAGED LAND:*

(PID)	*(Legal Description)*
008-013-900	Lot 1, DL 4176, Lillooet District, Plan 19502, except Plan E13468

3. BORROWER(S) [MORTGAGOR(S)]: *(including postal address(es) and postal code(s))**
MELVILLE THOMAS HUNTER, P.O. Box 1489, 100 Mile House, BC, V0K 2E0

4. LENDER(S) [MORTGAGEE(S)]: *(including occupation(s), postal address(es) and postal code(s))**
KAM-MIC INVESTMENT CORP. (Inc. No. 265834) c/o 100 - 153 Seymour Street, Kamloops, British Columbia, V2C 2C7

5. PAYMENT PROVISIONS:**

(a) Principal Amount	(b) Interest Rate:	(c) Interest Adjustment Date:	Y M D
$100,000.00	10 % per annum		11/11/01
(d) Interest Calculation Period:	(e) Payment Dates	(f) First Payment Date:	11/12/01
Monthly, not in advance	1st day of each month		
(g) Amount of each periodic payment:	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is 10.211% per annum.	(i) Last Payment Date:	12/11/01
$833.33			
(j) Assignment of Rents which the applicant wants registered?	(k) Place of payment:	(l) Balance Due Date:	12/11/01
YES [ ] NO [X]	Postal address in Item 4.		
If yes, page and paragraph number:			

ABSTRACT REGISTRY
10330

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land?

   YES [ ] NO [X]

7. MORTGAGE secures a current or running account?

   YES [X] NO [ ]

8. INTEREST MORTGAGED:

   Freehold [X]

   Other [ ]

9. MORTGAGE TERMS:

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

   (a) Prescribed Mortgage Terms [X]

   (b) Filed Standard Mortgage Terms [ ] D.F. Number:

   (c) Express Mortgage Terms [ ] (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:*

    See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:*

    Mortgage No. LB62066

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)	EXECUTION DATE			BORROWER(S) SIGNATURE(S)
	Y	M	D	
ELMER VERNON EPP Barrister & Solicitor 300, 125 4th Avenue Kamloops, BC V2C 3N3 Telephone: (250) 372-8811	11	10	26	MELVILLE THOMAS HUNTER

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

Status: Registered Doc #: LB488834 RCVD: 2011-10-28 RQST: 2026-09-10 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of lawful money of Canada, with interest at TEN PER CENT (10.0%) per annum, calculated monthly, not in advance, from the 1st day of November, 2011 and payable as well after as before maturity as follows:

> The sum of EIGHT HUNDRED & THIRTY THREE DOLLARS and THIRTY THREE CENTS ($833.33) interest only shall be paid on the 1st day of December, 2011 and the further sums of EIGHT HUNDRED & THIRTY THREE DOLLARS and THIRTY THREE CENTS ($833.33) interest only shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of November, 2012, and then on the 1st day of November, 2012, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post dated cheques commencing on the 1st day of December, 2011 and with each cheque being in the amount of $833.33.

(E) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(F) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance with coverage in the minimum amount of $325,000.00, outlining Kam-Mic Investment Corp. as first and second loss payable.

LAND TITLE ACT
FORM E

SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS continued:

(G) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $50.00 for each payment returned.

(H) The Mortgagor acknowledges that this mortgage is a second charge subject to first mortgage in favour of Kam-Mic Investment Corp. registered under No. LB62066 and the Mortgagor covenants and agrees to save harmless the Mortgagee from any liability under the terms of the said Kam-Mic Investment Corp. mortgage that may occur due to the default of the Mortgagor herein.

It is further understood and agreed that any default under the terms of the said Kam-Mic Investment Corp. mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to Kam-Mic Investment Corp. the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagor at the option of the Mortgagee.

END OF DOCUMENT

Status: Registered
FORM_B_V20

Doc #: CA3880575

RCVD: 2014-08-01 RQST: 2026-09-10 09.44.56

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Aug-01-2014 11:01:47.002

CA3880575

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.

Richard Henry Jensen YQLJ9I

Digitally signed by Richard Henry Jensen YQLJ9I
DN: c=CA, cn=Richard Henry Jensen YQLJ9I, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=YQLJ9I
Date: 2014.07.30 14:11:32 -07'00'

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

MAIR JENSEN BLAIR LLP
Barristers and Solicitors
700 - 275 Lansdowne Street
Kamloops BC V2C 6H6

Phone: 250-372-4908
File Ref. No: RHJ26009-02/dz

Document Fees: $73.50

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

005-923-522 **LOT 20 SECTION 20 TOWNSHIP 21 RANGE 17 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 24599**

STC? YES ☐

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

LARRY METRO SOKOLOSKI, Self Employed
PATRICIA JOYCE TISDALE-HUMES, Self Employed
4670 Strawberry Lane
Kamloops BC
AS JOINT TENANTS V2H 1L6

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

SEE SCHEDULE

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$45,000.00	9.00%		14	08	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
monthly	1st day of each month		14	09	01
(g) Amount of each periodic payment:	(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:	16	08	01
(j) Assignment of Rents which the applicant wants registered ? YES ☐ NO ☑ If YES, page and paragraph number:	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	16	08	01
$377.64					

Status: Registered Doc #: CA3880575 RCVD: 2014-08-01 RQST: 2026-09-10 09.44.56

MORTGAGE – PART 1 PAGE 2 OF 4 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Easement No. J68549

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
Richard H. Jensen, Q.C. Barrister & Solicitor Mair Jensen Blair LLP 700 - 275 Lansdowne Street Kamloops, BC V2C 6H6 Telephone (250) 374-3161 (as to both signatures)	14	07	30	Larry Metro Sokoloski Patricia Joyce Tisdale-Humes

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.

Status: Registered Doc #: CA3880575 RCVD: 2014-08-01 RQST: 2026-09-10 09.44.56

FORM_E_V20

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 4 PAGES

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

4. LENDER(S) (MORTGAGEE(S))

KAM-MIC INVESTMENT CORP., (Inc. No. BC265834
201 - 153 Seymour Street, Kamloops, BC V2C 2C7
an undivided 30/45 interest

STEWART MORTGAGE CORP., (Inc. No. BC0252967)
201 - 153 Seymour Street, Kamloops, BC V2C 2C7
an undivided 15/45 interest

Status: Registered Doc #: CA3880575 RCVD: 2014-08-01 RQST: 2026-09-17 09.44.56

FORM_E_V20

LAND TITLE ACT
FORM E

SCHEDULE PAGE 4 OF 4 PAGES

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of FORTY FIVE THOUSAND DOLLARS ($45,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, his heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of FORTY FIVE THOUSAND DOLLARS ($45,000.00) of lawful money of Canada, with interest at NINE PER CENT (9.00%) per annum, calculated monthly, not in advance, from the 1st day of August, 2014, and payable as well after as before maturity as follows:

> The sum of $251.76 payable to Kam-Mic Investment Corp., and $125.88 payable to Stewart Mortgage Corp. (total $377.64), principal and interest, shall be paid on the 1st day of September, 2014, and a like amount on the 1st day of each and every month thereafter to and including the 1st day of August, 2016,and then on the 1st day of August, 2016 the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors, sell, assign, hypothecate, or any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post dated cheques commencing on the 1st day of September, 2014, each cheque being in the amount of $251.76, payable to Kam-Mic Investment Corp., and twelve (12) post dated cheques commencing on the 1st day of September, 2014, each cheque being in the amount of $125.88, payable to Stewart Mortgage Corp.

(E) Provided further, the Mortgagor when not being in default hereunder shall have the privilege of prepaying the entire balance of this mortgage at any time without penalty.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $50.00 for each payment returned.

Status: Registered Doc #: CA4129560 RCVD: 2014-12-10 RQST: 2026-09-17 09.44.56

FORM_B_V20

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Dec-10-2014 11:43:35.002

CA4129560 CA4129561

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.

Scott Edward Huyghebaert G9QHWS

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

Morelli Chertkow LLP
Barristers and Solicitors
300 180 Seymour Street
Kamloops BC V2C 2E3
Phone: (250) 374-3344
File Ref. No: 12741003
Mortgage Ref. # N/A
Document Fees: $155.44 STC Fees: $10.98 Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

004-046-919 LOT 30 DISTRICT LOT 517 KDYD PLAN 30232

STC? YES ☑

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

HAROLD ROGER DAYTON, Technician

PO Box 474
Chase BC
V0E 1M0

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

KAM-MIC INVESTMENT CORP.

#201 153 Seymour Street
Kamloops BC
V2C 2C7
Registration No.
265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$60,000.00	10.00% per annum		14	12	15
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly	The 15th. day of each month		15	01	15
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 10.21066 % per annum.	(i) Last Payment Date:	15	12	15
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: SEE SCHEDULE	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	15	12	15

Status: Registered Doc #: CA4129560 RCVD: 2014-12-10 RQST: 2026-09-11 09.44.56

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

SEE SCHEDULE

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
SCOTT HUYGHEBAERT Barrister & Solicitor #300-180 Seymour Street Kamloops, BC V2C 2E3	14	12	08	HAROLD ROGER DAYTON

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.

Status: Registered Doc #: CA4129560 RCVD: 2014-12-10 RQST: 2026-09-11 09.44.56

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:

(j) **Assignment of Rents**

As additional security for the payment by the Borrower of the principal amount, interest, taxes and other moneys hereby secured the Borrower hereby assigns to the Lender, all rents and other moneys (herein called "the rents") now due and payable or hereafter to become due and payable:

a) under every existing and future lease of and agreement to lease the whole or any portion of the land,

b) in respect of any existing and future tenancy, use and occupation of and licence in respect of the whole or any portion of the land, whether or not pursuant to any lease or agreement to lease, and

c) under every existing and future guarantee of all or any of the obligation of any existing or future tenant, user, occupier and licencee of the whole or any portion of the land, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents and to enforce payment thereof in the name of the Borrower, including the power to commence Court action in the name of the Borrower;

And the Borrower hereby covenants and agrees that it will not without the Lender's written consent do or omit to do anything having the effect of terminating, cancelling or accepting surrender of any lease before the end of its term or of waiving, releasing, reducing or abating any rights or remedies of the Borrower or obligations of any other party thereunder or in connection therewith, nor to accept any rents thereunder or in connection therewith, nor to accept any rents in advance of due dates, and to observe and perform all of its obligations under each of the leases and tenancy agreements; PROVIDED, however, and it is specifically agreed as follows:

a) The Borrower shall be permitted to collect and receive the rents as and when they shall become due and payable according to the terms of each such existing and future lease, agreement to

Status: Registered Doc #: CA4129560 RCVD: 2014-12-10 RQST: 2026-09-17 09.44.56

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.

lease, tenancy, use, occupancy, licence and guarantee (herein collectively referred to as "the leases") unless and until the Lender shall give notice to the tenant, user, occupier, licensee or guarantor thereunder requiring him to pay the rent to the lender;

b) Nothing herein contained shall have the effect of making the Lender, its successors or assigns responsible for the collection of the rents or any of them or for the performance of any of the obligations or conditions under or in respect of the leases or any of them to be observed and performed by the Borrower, and the Lender, shall not, by virtue of this agreement or its receipt of the rents or any of them, become or be deemed a Lender in possession of the mortgaged premises, and the Lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the leases or any of them; and the Lender shall be liable to account only for such moneys as shall actually come into its hands, after deduction of property collection charges including commission and solicitors' costs, and such moneys may be applied on account of any indebtedness of the Borrower to the Lender.

AND the Borrower will not without the written consent of the Lender, lease or agree to lease any part of the land except at a rent, on terms and conditions and to tenants which are not less favourable or desirable to the Borrower than those which a prudent landlord would expect to receive for the premises to be leased.

AND the Borrower will from time to time on demand furnish to the Lender a current list of all the leases, tenancy agreements and licences and rents in respect thereto in such detail as the Lender may reasonably require.

Status: Registered Doc #: CA4129560 RCVD: 2014-12-10 RQST: 2026-09-11 09.44.56

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.

ITEM 10 - ADDITIONAL OR MODIFIED TERMS

(A) Witness that in consideration of the sum of SIXTY THOUSAND DOLLARS ($60,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, his heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of SIXTY THOUSAND DOLLARS ($60,000.00) of lawful money of Canada, with interest at TEN PER CENT (10.00%) per annum, calculated monthly, not in advance, from the 15th. day of December, 2014, and payable as well after as before maturity as follows:

The sum of Five Hundred Dollars ($500.00), of interest payments, shall be paid on the 15th. day of January, 2015 and a like amount on the 15th. day of each and every month thereafter to and including the 15th. day of December, 2015, and then on the 15th. day of December, 2015, the principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors, sell, assign, hypothecate, or any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagor when not being in default hereunder shall have the privilege of prepaying the whole or any portion of the amount owing hereunder upon payment by way of bonus of an additional three (3) month's interest on the principal amount of prepayment.

(E) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $100.00 for each payment returned.

(F) The Mortgagor at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post dated cheques commencing on the 15th. day of January, 2015 and which each cheque being in the amount of $500.00.

(G) The Mortgagor covenants and agrees to pay the taxes as and when the taxes become due and to submit to the Mortgagee tax receipts evidencing the payment of the said taxes on a yearly basis.

END OF DOCUMENT

Status: Registered

Doc #: CA5073485

RCVD: 2016-03-30 RQST: 2026-09-11 09.44.56

FORM_B_V22

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Mar-30-2016 14:22:33.001

CA5073485 CA5073486

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.

Michael James Fulton Y58HF2

Digitally signed by Michael James Fulton Y58HF2
DN: c=CA, cn=Michael James Fulton Y58HF2, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=Y58HF2
Date: 2016.03.30 10:49:25 -07'00'

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

Cates Ford Oien Epp
Barristers and Solicitors
#300 - 125 4th Avenue
Kamloops BC V2C 3N3

Phone: (250) 372-8811
File Ref. No: 16-055(68)

Document Fees: $143.16

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

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

SEE SCHEDULE

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

KAM-MIC INVESTMENT CORP.

c/o #201 - 153 Seymour Street
Kamloops BC V2C 2C7
Canada

Incorporation No
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$465,000.00	8.5%		16	04	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each month		16	05	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 8.652% % per annum.	(i) Last Payment Date:	17	04	01
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8, Paragraph 2(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	17	04	01

Status: Registered Doc #: CA5073485 RCVD: 2016-03-30 RQST: 2026-09-11 09.44.56

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

First West Credit Union Mortgage No. CA4896131 (as to PID: 006-508-561, Lot M, DL 257, KDYD, Plan 23308)

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
GERALD K. WATSON Barrister & Solicitor #103 - 206 Seymour Street Kamloops, BC V2C 2E5 Ph(250)372-8803 Fax 372-8004	16	03	29	Sandra Joyce Farough Jordan Garry Layh

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.

Status: Registered
FORM_E_V22
Doc #: CA5073485
RCVD: 2016-03-30 RQST: 2026-09-17 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 6 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-584-116 **LOT 9 SECTION 30 TOWNSHIP 22 RANGE 20 AND SECTION 25 TOWNSHIP 22 RANGE 21 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN EPP44184**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

006-508-561 **LOT M DISTRICT LOT 257 KAMLOOPS DIVISION YALE DISTRICT PLAN 23308**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

Status: Registered Doc #: CA5073485 RCVD: 2016-03-30 RQST: 2026-09-17 09.44.56

FORM_E_V22

LAND TITLE ACT
FORM E

SCHEDULE PAGE 4 OF 6 PAGES

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

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

SANDRA JOYCE FAROUGH, BUSINESSWOMAN
c/o #231 - 450 LANSDOWNE STREET
KAMLOOPS, BC V2C 1Y3
(as to Lot 9, Sec.30, TP 22, RG 20 & Sec.25, TP 22, RG 21, W6M, KDYD, Plan EPP44184 (PID: 029-584-116)), and

JORDAN GARRY LAYH, Construction
578 Collingwood Drive
Kamloops, BC V2B 6B3
(as to Lot M, DL 257, KDYD, Plan 23308 (PID: 006-508-561)

Status: Registered Doc #: CA5073485 RCVD: 2016-03-30 RQST: 2026-09-12 09.44.56

LAND TITLE ACT

FORM E

SCHEDULE Page 5

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of FOUR HUNDRED & SIXTY FIVE THOUSAND DOLLARS ($465,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagors, the receipt of which is hereby acknowledged, the Mortgagors grant and mortgage to the Mortgagee, its heirs, and assigns, forever, all their interest in and to the lands.

(B) Provided this Mortgage to be void on payment of FOUR HUNDRED & SIXTY FIVE THOUSAND DOLLARS ($465,000.00) of lawful money of Canada, with interest at EIGHT AND ONE HALF PER CENT (8.5%) per annum, calculated monthly, not in advance, from the 1st day of April, 2016 and payable as well after as before maturity as follows:

> The sum of THREE THOUSAND TWO HUNDRED & NINETY THREE DOLLARS and SEVENTY FIVE CENTS ($3,293.75) interest only, when fully advanced, shall be paid on the 1st day of May, 2016 and the further sums of THREE THOUSAND TWO HUNDRED & NINETY THREE DOLLARS and SEVENTY FIVE CENTS ($3,293.75) interest only, when fully advanced, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of April, 2017, and then on the 1st day of April, 2017, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described properties, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagors, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(E) The Mortgagors are to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable on Lot 9, Plan EPP44184 (PID: 029-584-116) and as second loss payable on Lot M, Plan 23308 (PID: 006-508-561).

Status: Registered Doc #: CA5073485 RCVD: 2016-03-30 RQST: 2026-09-27 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 6

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

10. ADDITIONAL OR MODIFIED TERMS continued:

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagors will then be required to pay an additional $100.00 for each payment returned.

(G) The Mortgagors acknowledge that this mortgage is a second charge over Lot M, DL 257, KDYD, Plan 23308 (PID: 006-508-561) subject to first mortgage in favour of First West Credit Union registered under No. CA4896131 and the Mortgagors covenant and agree to save harmless the Mortgagee from any liability under the terms of the said First West Credit Union mortgage that may occur due to the default of the Mortgagors herein.

It is further understood and agreed that any default under the terms of the said First West Credit Union mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to First West Credit Union the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagors at the option of the Mortgagee.

END OF DOCUMENT

Status: Registered | Doc #: CA5959213 | RCVD: 2017-04-28 RQST: 2026-09-22 09.44.56

FORM_B_V23

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Apr-28-2017 09:46:32.002

CA5959213

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.

Candace Shawne Cates XTEMVN

Digitally signed by Candace Shawne Cates XTEMVN
DN: c=CA, cn=Candace Shawne Cates XTEMVN, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=XTEMVN
Date: 2017.04.27 15:59:45 -07'00'

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

Cates Ford Oien Epp
Barristers and Solicitors
#300 - 125 4th Avenue
Kamloops BC V2C 3N3

Phone: (250) 372-8811
File Ref. No: 17-1422(3)

Document Fees: $71.58

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

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

SEE SCHEDULE

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

KAM-MIC INVESTMENT CORP.

c/o #207 - 310 Nicola Street
Kamloops BC V2C 2P5

Incorporation No.
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$276,250.00	9.0%		17	05	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each and every month		17	06	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 9.170 % per annum.	(i) Last Payment Date:	18	05	01
(j) Assignment of Rents which the applicant wants registered ? YES ☐ NO ☑ If YES, page and paragraph number:	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	18	05	01

Status: Registered Doc #: CA5959213 RCVD: 2017-04-28 RQST: 2026-09-12 09.44.56

MORTGAGE – PART 1 PAGE 2 OF 5 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

See Schedule

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)	Execution Date			Borrower(s) Signature(s)
	Y	M	D	
Lendell Layman Notary Public P.O. Box 31899 Seven Mile Beach, Cayman Islands KY1-1208 (as to both signatures)	17	04	26	John Bradley Alexander Daniel Cassandra Alexander

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.

Status: Registered Doc #: CA5959213 RCVD: 2017-04-28 RQST: 2026-09-12 09.44.56
FORM_E_V23

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 5 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

010-285-997 **LOT 9 DISTRICT LOT 235 KAMLOOPS DIVISION YALE DISTRICT PLAN 5608**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

001-648-713 **ALL THAT PORTION OF LEGAL SUBDIVISION 9 OF SECTION 9 TOWNSHIP 26 RANGE 7 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT AS SHOWN ON A PLAN OF SURVEY OF THE SOUTH WEST 1/4 OF SAID TOWNSHIP WHICH IS NOT INCLUDED WITHIN THE LIMITS OF TIMBER BERTH NO. 241 IN BLOCK 4 AS THE SAID LIMITS ARE SHOWN UPON A PLAN OF SURVEY OF SAID TIMBER BERTH NO. 241 IN BLOCK 4 ON 28/10/08**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

001-648-748 **ALL THAT PORTION OF LEGAL SUBDIVISION 10 OF SECTION 9 TOWNSHIP 26 RANGE 7 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT AS SHOWN ON A PLAN OF SURVEY OF THE SOUTH WEST 1/4 OF SAID TOWNSHIP WHICH IS NOT INCLUDED WITHIN THE LIMITS OF TIMBER BERTH NO. 241 IN BLOCK 4 AS THE SAID LIMITS ARE SHOWN UPON A PLAN OF SURVEY OF SAID TIMBER BERTH NO. 241 IN BLOCK 4 ON 28/10/08, EXCEPT PLAN 43994**

STC? YES ☐

Status: Registered Doc #: CA5959213 RCVD: 2017-04-28 RQST: 2026-09-25 09.44.56

FORM_E_V23

LAND TITLE ACT
FORM E

SCHEDULE PAGE 4 OF 5 PAGES

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

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

JOHN BRADLEY ALEXANDER, Owner/Operator
DANIEL CASSANDRA ALEXANDER, Accountant/Office Manager
P.O. Box 31587
Seven Mile Beach, Grand Cayman
KY1-1207
Cayman Islands
as JOINT TENANTS
(as to PID: 010-285-997), and

JOHN BRADLEY ALEXANDER, Owner/Operator
P.O. Box 31587
Seven Mile Beach, Grand Cayman
KY1-1207
Cayman Islands
(as to PID: 001-648-713 and PID: 001-648-748)

Status: Registered Doc #: CA5959213 RCVD: 2017-04-28 RQST: 2026-09-26 09.44.56

LAND TITLE ACT
FORM E
SCHEDULE Page 5

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of TWO HUNDRED & SEVENTY SIX THOUSAND, TWO HUNDRED & FIFTY DOLLARS ($276,250.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagors, the receipt of which is hereby acknowledged, the Mortgagors grant and mortgage to the Mortgagee, its heirs, and assigns, forever, all their interest in and to the lands.

(B) Provided this Mortgage to be void on payment of TWO HUNDRED & SEVENTY SIX THOUSAND, TWO HUNDRED & FIFTY DOLLARS ($276,250.00) of lawful money of Canada, with interest at NINE PER CENT (9.0%) per annum, calculated monthly, not in advance, from the 1st day of May, 2017 and payable as well after as before maturity as follows:

> The sum of TWO THOUSAND SEVENTY ONE DOLLARS and EIGHTY EIGHT CENTS ($2,071.88) interest only shall be paid on the 1st day of June, 2017 and the further sums of TWO THOUSAND SEVENTY ONE DOLLARS and EIGHTY EIGHT CENTS ($2,071.88) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of May, 2018, and then on the 1st day of May, 2018, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) The Mortgagors at the request of the Mortgagee, shall provide the Mortgagee, its successors or assigns, with twelve (12) post-dated cheques commencing on the 1st day of June, 2017 and with each cheque being in the amount of $1,071.88.

(E) Provided further, the Mortgagors, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(F) The Mortgagors are to provide the Mortgagee with confirmation of fire insurance with coverage in the minimum amount of $276,250.00, outlining Kam-Mic Investment Corp. as first loss payable.

(G) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagors will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered | Doc #: CA7109156 | RCVD: 2018-10-04 RQST: 2026-09-27 09.44.56

FORM_B_V23

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Oct-04-2018 11:37:36.001

CA7109156 CA7109157

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.

Michael James Fulton XTARE7 — Digitally signed by Michael James Fulton XTARE7 Date: 2018.10.04 11:36:24 -07'00'

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

Cates Ford Epp
Barristers and Solicitors
#300 - 125 4th Avenue
Kamloops BC V2C 3N3

Phone: (250) 372-8811
File Ref. No: 18-055(161)

Document Fees: $143.16

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

014-640-775 **LOT 10 SECTION 26 TOWNSHIP 23 RANGE 2 WEST OF THE 6TH MERIDIAN KOOTENAY DISTRICT PLAN 5163**

STC? YES ☐

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

NORTH 51 HOLDINGS LTD.

#1 - 1679 Arrow Drive
Revelstoke BC V0E 2S1 Canada

Incorporation No
BC0997036

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

KAM-MIC INVESTMENT CORP.

c/o #207 - 310 Nicola Street
Kamloops BC V2C 2P5

Incorporation No.
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$975,000.00	11.0%		18	10	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each and every month		18	11	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 11.255 % per annum.	(i) Last Payment Date:	19	10	01
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8, Paragraph (2)(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	19	10	01

Status: Registered Doc #: CA7109156 RCVD: 2018-10-04 RQST: 2026-09-28 09.44.56

MORTGAGE – PART 1 PAGE 2 OF 4 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

See Schedule

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)	Execution Date			Borrower(s) Signature(s)
	Y	M	D	
ROBERT A. LUNDBERG Barrister & Solicitor P.O. Box 2490, 119 Campbell Ave. Revelstoke, BC V0E 2S0 Telephone: 250-837-5196	18	09	26	North 51 Holdings Ltd. by its authorized signatory: Garry Gregg

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.

Status: Registered Doc #: CA7109156 RCVD: 2018-10-04 RQST: 2026-09-12 09.44.56

FORM_D1_V23

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
ROBERT A. LUNDBERG Barrister & Solicitor P.O. Box 2490, 119 Campbell Ave. Revelstoke, BC V0E 2S0 Telephone: 250-837-5196	18	09	26	Garry Gregg as Covenantor

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.

Status: Registered Doc #: CA7109156 RCVD: 2018-10-04 RQST: 2026-09-18 09.44.56

LAND TITLE ACT
FORM E
SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of NINE HUNDRED & SEVENTY FIVE THOUSAND DOLLARS ($975,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all its interest in and to the land.

(B) Provided this Mortgage to be void on payment of NINE HUNDRED & SEVENTY FIVE THOUSAND DOLLARS ($975,000.00) of lawful money of Canada, with interest at ELEVEN PER CENT (11.0%) per annum, calculated monthly, not in advance, from the 1st day of October, 2018 and payable as well after as before maturity as follows:

> The sum of EIGHT THOUSAND NINE HUNDRED & THIRTY SEVEN DOLLARS and FIFTY CENTS ($8,937.50) interest only, when fully advanced, shall be paid on the 1st day of November, 2018 and the further sums of EIGHT THOUSAND NINE HUNDRED & THIRTY SEVEN DOLLARS and FIFTY CENTS ($8,937.50) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of October, 2019, and then on the 1st day of October, 2019, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(E) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

(H) The Mortgagors acknowledge that this mortgage is a second charge subject to first mortgage in favour of Kam-Mic Investment Corp.

END OF DOCUMENT

Status: Registered Doc #: CA7252687 RCVD: 2018-12-14 RQST: 2026-09-18 09.44.56

FORM_B_V23

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Dec-14-2018 13:44:50.001

CA7252687 CA7252688

MORTGAGE - PART 1 Province of British Columbia PAGE 1 OF 4 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.

Morgan Roy Elander NX69C3

Digitally signed by Morgan Roy Elander NX69C3
DN: c=CA, cn=Morgan Roy Elander NX69C3, o=Lawyer, ou=Verify ID at www.jtclear.com/LKUP.cfm?id=NX69C3
Date: 2018.12.14 13:43:19 -08'00'

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

Cates Ford Epp
Barristers and Solicitors
#300 - 125 4th Avenue
Kamloops BC V2C 3N3
Phone: (250) 372-8811
File Ref. No: 18-055(167)
Document Fees: $143.16
Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

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

CHRISTOPHER DONALD PERRY

426 ROYAL AVENUE
KAMLOOPS BC
V2B 3P7 CANADA

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

KAM-MIC INVESTMENT CORP.

#207 - 310 NICOLA STREET
KAMLOOPS BC
V2C 2P5
Incorporation No.
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$250,000.00	10.50%		18	12	15
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	15th day of each and every month		19	01	15
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 10.732 % per annum.	(i) Last Payment Date:	19	12	15
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8, Paragraph (2)(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	19	12	15

Status: Registered Doc #: CA7252687 RCVD: 2018-12-14 RQST: 2026-09-18 09.44.56

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:
See Schedule

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
NATALIE L. HEBERT, LL.B. Barrister & Solicitor 300 - 153 Seymour Street Kamloops, BC V2C 2C7 Ph: 236-425-1981	18	12	13	Christopher Donald Perry

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.

Status: Registered Doc #: CA7252687 RCVD: 2018-12-14 RQST: 2026-09-18 09.44.56
FORM_E_V23

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 4 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

012-414-743 **LOT 20 BLOCK 55 DISTRICT LOT 232 KAMLOOPS DIVISION YALE DISTICT PLAN 386**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

012-414-662 **LOT 19 BLOCK 55 DISTRICT LOT 232 KAMLOOPS DIVISION YALE DISTICT PLAN 386 EXCEPT THE EAST 30 FEET THEREOF**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

Status: Registered Doc #: CA7252687 RCVD: 2018-12-14 RQST: 2026-09-18 09.44.56

LAND TITLE ACT
FORM E
SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of TWO HUNDRED & FIFTY THOUSAND DOLLARS ($250,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of TWO HUNDRED & FIFTY THOUSAND DOLLARS ($250,000.00) of lawful money of Canada, with interest at TEN AND ONE HALF PER CENT (10.5%) per annum, calculated monthly, not in advance, from the 15th day of December, 2018, and payable as well after as before maturity as follows:

> The sum of TWO THOUSAND, ONE HUNDRED & EIGHTY SEVEN DOLLARS and FIFTY CENTS ($2,187.50) interest only, shall be paid on the 15th day of January, 2019, and the further sums of TWO THOUSAND, ONE HUNDRED & EIGHTY SEVEN DOLLARS and FIFTY CENTS ($2,187.50) interest only, shall be paid on the 15th day of each and every consecutive month thereafter up to and including the 15th day of December, 2019, and then on the 15th day of December, 2019, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(E) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered | Doc #: CA8590302 | RCVD: 2020-11-24 RQST: 2026-09-18 09.44.56

FORM_B_V25

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Nov-24-2020 11:04:19.001

CA8590302 CA8590303

MORTGAGE - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander 6FHG35

Digitally signed by Morgan Roy Elander 6FHG35
Date: 2020.11.24 10:30:14 -08'00'

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

Cates Ford Soll & Epp
Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2

Phone: (250) 372-1234
File Ref. No: 20-055(236)

Document Fees: $149.74

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

005-141-648 **LOT B DISTRICT LOT 2619 KAMLOOPS DIVISION YALE DISTRICT PLAN 26362**

STC? YES ☐

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

BRADLEY DANIEL MCKAY, Equipment Operator

723 Park Drive
Clearwater BC
V0E 1N1 Canada

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

KAM-MIC INVESTMENT CORP.

c/o #207 - 310 Nicola Street
Kamloops BC
Canada V2C 2P5

Incorporation No.
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$100,000.00	10.00%		20	12	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each month		21	01	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 10.211 % per annum.	(i) Last Payment Date:	21	12	01
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8 Paragraph (2)(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	21	12	01

Status: Registered Doc #: CA8590302 RCVD: 2020-11-24 RQST: 2026-09-16 09.44.56

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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Right Of Way No. 85429E in favour of British Columbia Hydro And Power Authority

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)	Execution Date			Borrower(s) Signature(s)
	Y	M	D	
CHRYSTIE STEWART Barrister & Solicitor #8 - 1540 Springhill Drive Kamloops, BC V2E 2H1	20	11	23	Bradley Daniel McKay

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.

Status: Registered Doc #: CA8590302 RCVD: 2020-11-24 RQST: 2026-09-18 09.44.56

LAND TITLE ACT
FORM E
SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of lawful money of Canada, with interest at TEN PER CENT (10.0%) per annum, calculated monthly, not in advance, from the 1st day of December, 2020 and payable as well after as before maturity as follows:

> The sum of EIGHT HUNDRED & THIRTY THREE DOLLARS and THIRTY THREE CENTS ($833.33) interest only, shall be paid on the 1st day of January, 2021 and the further sums of EIGHT HUNDRED & THIRTY THREE DOLLARS and THIRTY THREE CENTS ($833.33) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of December, 2021, and then on the 1st day of December, 2021, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(E) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered | Doc #: CA8594957 | RCVD: 2020-11-25 RQST: 2026-09-18 09.44.56

FORM_B_V25

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Nov-25-2020 15:07:44.001

CA8594957 CA8594958

MORTGAGE - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander 6FHG35

Digitally signed by Morgan Roy Elander 6FHG35
Date: 2020.11.25 09:20:33 -08'00'

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

Cates Ford Soll & Epp
Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2

Phone: (250) 372-1234
File Ref. No: 20-055(237)

Document Fees: $149.74

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

004-557-441 **LOT G SECTION 33 TOWNSHIP 19 RANGE 13 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 28431**

STC? YES ☐

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

CHRISTOPHER HUNT, Clinician Consultant
SHIRLEY BEA PALMER-HUNT, Immigration Consultant
PO Box 345
Pritchard BC
AS JOINT TENANTS V0E 2P0 Canada

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

KAM-MIC INVESTMENT CORP.

c/o #207 - 310 Nicola Street
Kamloops BC
Canada V2C 2P5

Incorporation No.
BC0265834

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$50,000.00	12.00%		20	12	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each month		21	01	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 12.304 % per annum.	(i) Last Payment Date:	21	12	01
$500.00					
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8 Paragraph (2)(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	21	12	01

Status: Registered Doc #: CA8594957 RCVD: 2020-11-25 RQST: 2026-09-18 09.44.56

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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage No. CA8198345 in favour of 0752063 B.C. Ltd.
Assignment Of Rents No. CA8198346 in favour of 0752063 B.C. Ltd.

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
DEREK V. SMOLUK Notary Public 261 6th Avenue Kamloops, BC V2C 3R2 (as to both signatures)	20	11	24	Christopher Hunt Shirley Bea Palmer-Hunt

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.

Status: Registered Doc #: CA8594957 RCVD: 2020-11-25 RQST: 2026-09-14 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of FIFTY THOUSAND DOLLARS ($50,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagors, the receipt of which is hereby acknowledged, the Mortgagors grant and mortgage to the Mortgagee, its heirs, and assigns, forever, all their interest in and to the land.

(B) Provided this Mortgage to be void on payment of FIFTY THOUSAND DOLLARS ($50,000.00) of lawful money of Canada, with interest at TWELVE PER CENT (12.0%) per annum, calculated monthly, not in advance, from the 1st day of December, 2020 and payable as well after as before maturity as follows:

> The sum of FIVE HUNDRED DOLLARS ($500.00) interest only, shall be paid on the 1st day of January, 2021 and the further sums of FIVE HUNDRED DOLLARS ($500.00) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of December, 2021, and then on the 1st day of December, 2021, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(D) Provided further, the Mortgagors, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(E) The Mortgagors are to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as second loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagors will then be required to pay an additional $200.00 for each payment returned.

Status: Registered Doc #: CA8594957 RCVD: 2020-11-25 RQST: 2026-09-14 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS continued:

(G) The Mortgagors acknowledge that this mortgage is a second charge subject to first mortgage in favour of 0752063 B.C. Ltd. registered under No. CA8198345 and the Mortgagors covenant and agree to save harmless the Mortgagee from any liability under the terms of the said 0752063 B.C. Ltd. mortgage that may occur due to the default of the Mortgagors herein.

It is further understood and agreed that any default under the terms of the said 0752063 B.C. Ltd. mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to 0752063 B.C. Ltd. the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagors at the option of the Mortgagee.

END OF DOCUMENT

Status: Registered Doc #: CB1346618 RCVD: 2024-05-31 RQST: 2026-09-14 09.44.56

Land Title Act
Mortgage
Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
MAY 31 2024 08:31:15.001
CB1346618

1. Application

Document Fees: $81.27

Cates Ford Soll & Epp
Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2
250-372-1234

File Number: 24-055(309)

2. Description of Land

PID/Plan Number	Legal Description
029-584-116	**LOT 9 SECTION 30 TOWNSHIP 22 RANGE 20 AND SECTION 25 TOWNSHIP 22 RANGE 21 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN EPP44184**

3. Borrower(s) (Mortgagor(s))

JORDAN GARRY LAYH BOX 33 - 2960 TRANQUILLE ROAD KAMLOOPS BC V2B 8B6	CONSTRUCTION
SANDRA JOYCE FAROUGH C/O #231-450 LANSDOWNE ST KAMLOOPS BC V2C 1Y3	BUSINESSWOMAN
	AS JOINT TENANTS

4. Lender(s) (Mortgagee(s))

KAM-MIC INVESTMENT CORP. SUITE 207, 310 NICOLA STREET KAMLOOPS BC V2C 2P5	BC0265834

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$200,000.00	**12.00%**	**June 1, 2024**
Interest Calculation Period	**Payment Dates**	**First Payment Date**
Monthly, not in advance	**1st day of each month**	**July 1, 2024**
Amount of each periodic payment	**Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is**	**Last Payment Date**
$2,000.00	**12.304 % per annum**	**June 1, 2025**
Assignment of Rents which the applicant wants registered?	**Place of payment**	**Balance Due Date**
No	**Postal address in Item 4**	**June 1, 2025**

© Copyright 2024, Land Title and Survey Authority of BC. All rights reserved.

Land Title Act
Mortgage
Part 1 Province of British Columbia

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms
Part 2 of this mortgage consists of:
(a) Prescribed Standard Mortgage Terms
A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms
See Schedule

11. Prior Encumbrances Permitted by Lender
Kam-Mic Investment Corp. Mortgage No. CA5073485 and Assignment of Rents No. CA5073486

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.

Witnessing Officer Signature	Execution Date	Borrower / Party Signature(s)
Gerald K. Watson **Barrister & Solicitor** #103 - 206 Seymour Street Kamloops BC V2C 2E5	YYYY-MM-DD **2024-05-24**	**Jordan Garry Layh** **Sandra Joyce Farough**

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.

Electronic Signature
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Joseph Gabriel Torchia W3RFGW
Digitally signed by Joseph Gabriel Torchia W3RFGW
Date: 2024-05-31 08:28:54 -07:00

© Copyright 2024, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB1346618 RCVD: 2024-05-31 RQST: 2026-09-14 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Should the Mortgagors sell, assign, hypothecate, or in any way deal with their interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(B) Provided further, the Mortgagors, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(C) The Mortgagors are to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first and second loss payable.

(D) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagors will then be required to pay an additional $200.00 for each payment returned.

(E) The Mortgagors acknowledge that this mortgage is a second charge subject to first mortgage in favour of Kam-Mic Investment Corp. registered under No. CA5073485 and the Mortgagors covenant and agree to save harmless the Mortgagee from any liability under the terms of the said Kam-Mic Investment Corp. mortgage that may occur due to the default of the Mortgagors herein.

It is further understood and agreed that any default under the terms of the said Kam-Mic Investment Corp. mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to Kam-Mic Investment Corp. the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagors at the option of the Mortgagee.

END OF DOCUMENT

Status: Registered | Doc #: CB1823069 | RCVD: 2025-01-17 RQST: 2026-09-14 09.44.56

bc Land Title & Survey

Land Title Act
Mortgage
Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
JAN 17 2025 09:32:48.001
CB1823069

1. Application

Document Fees: $81.27

Cates Ford Soll & Epp
Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2
250-372-1234

File Number: 24-055(311)

2. Description of Land

PID/Plan Number	Legal Description
027-634-965	**LOT 52 SECTION 7 TOWNSHIP 22 RANGE 10 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP87392**

3. Borrower(s) (Mortgagor(s))

0930141 B.C. LTD. BC0930141
2962 BIRCH LANE
BLIND BAY BC V0E 1H0

4. Lender(s) (Mortgagee(s))

KAM-MIC INVESTMENT CORP. BC0265834
SUITE 207, 310 NICOLA STREET
KAMLOOPS BC V2C 2P5

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$575,000.00	**11.00%**	**February 1, 2025**
Interest Calculation Period	**Payment Dates**	**First Payment Date**
Monthly, not in advance	**1st day of each month**	**March 1, 2025**
Amount of each periodic payment	**Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is**	**Last Payment Date**
$5,270.83	**11.255 % per annum**	**February 1, 2026**
Assignment of Rents which the applicant wants registered?	**Place of payment**	**Balance Due Date**
No	**As above in Item 4**	**February 1, 2026**

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
Yes

© Copyright 2025, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB1823069 RCVD: 2025-01-17 RQST: 2026-09146 09.44.56

Land Title Act

Mortgage

Part 1 Province of British Columbia

8. Interest Mortgaged

Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

See Schedule

Guarantor(s) or Covenantor(s):

Sandra Joyce Farough

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.

Witnessing Officer Signature	Execution Date	Borrower / Party Signature(s)
GERALD K. WATSON **Barrister & Solicitor** 103-206 Seymour Street Kamloops BC V2C 2E5	YYYY-MM-DD **2025-01-16**	**0930141 B.C. Ltd.** By their Authorized Signatory **Sandra Joyce Farough**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander BRYSB3

Digitally signed by Morgan Roy Elander BRYSB3
Date: 2025-01-16 14:32:17 -08:00

© Copyright 2025, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB1823069 RCVD: 2025-01-17 RQST: 2026-09-17 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Should the Mortgagor sell, assign, hypothecate, or in any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(B) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(C) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(D) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered Doc #: CB1986058 RCVD: 2025-04-15 RQST: 2026-09-14 09.44.56

bc Land Title & Survey

Land Title Act

Mortgage

Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
APR 15 2025 11:33:44.001
CB1986058

1. Application

Document Fees: $82.52

Cates Ford Soll & Epp
Suite 300, 272 Victoria Street
Kamloops BC V2C 2A2
250-372-1234

File Number: 25-055(312)

2. Description of Land

PID/Plan Number	Legal Description
029-390-842	**LOT 1 DISTRICT LOTS 1718 AND 1719 KAMLOOPS DIVISION YALE DISTRICT PLAN EPP27462**

3. Borrower(s) (Mortgagor(s))

MCMAHON ENTERPRISES CORP. BC0173660
818 CLEARWATER VILLAGE ROAD
CLEARWATER BC V0E 1N1

4. Lender(s) (Mortgagee(s))

KAM-MIC INVESTMENT CORP. BC0265834
C/O #300 - 272 VICTORIA STREET
KAMLOOPS BC V2C 2A2

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$300,000.00	**12.00%**	**April 15, 2025**
Interest Calculation Period	**Payment Dates**	**First Payment Date**
Monthly, not in advance	**15th day of each month**	**May 15, 2025**
Amount of each periodic payment	**Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is**	**Last Payment Date**
$3,000.00	**12.304 % per annum**	**April 15, 2026**
Assignment of Rents which the applicant wants registered?	**Place of payment**	**Balance Due Date**
No	**As above in Item 4**	**April 15, 2026**

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

No

8. Interest Mortgaged

Fee Simple

© Copyright 2025, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB1986058 RCVD: 2025-04-15 RQST: 2026-09-14 09.44.56

Land Title Act

Mortgage

Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

See Schedule

Guarantor(s) or Covenantor(s):
John McMahon

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.

Witnessing Officer Signature	Execution Date	Borrower / Party Signature(s)
Doug Springford **Barrister & Solicitor** Suite 8, 1540 Springhill Drive Kamloops BC V2E 2H1	YYYY-MM-DD **2025-04-11**	**McMahon Enterprises Corp.** By their Authorized Signatory **John McMahon**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander BRYSB3

Digitally signed by Morgan Roy Elander BRYSB3
Date: 2025-04-14 15:04:24 -07:00

© Copyright 2025, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB1986058 RCVD: 2025-04-15 RQST: 2026-09-16 09.44.56

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Should the Mortgagor sell, assign, hypothecate, or in any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable together with an amount equal to three (3) month's interest on the then unpaid balance.

(B) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) month's interest on the then unpaid balance.

(C) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Kam-Mic Investment Corp. as first loss payable.

(D) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered Doc #: CB2807085 RCVD: 2026-05-21 RQST: 2026-09167109.44.56

LTSA Land Title Act
Mortgage
Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
MAY 21 2026 16:33:23.003
CB2807085

1. Application

Document Fees: $83.82

Brooke Downs Vennard LLP
PO Box 67
#101 - 481 Harbourfront Drive NE
Salmon Arm BC V1E 4N2
250-832-9311

File No. 2026-0428/ES

2. Description of Land

PID/Plan Number	Legal Description
023-187-468	LOT 1 SECTION 33 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP55494 EXCEPT PLANS KAP65068, KAP69965 AND KAP75073

3. Borrower(s) (Mortgagor(s))

0731852 B.C. LTD. BC0731852
17 - 1885 TAPPEN NOTCH HILL ROAD
TAPPEN BC V0E 2X0

4. Lender(s) (Mortgagee(s))

KAM-MIC INVESTMENT CORP. BC0265834
272 VICTORIA STREET
KAMLOOPS BC V2C 2A2

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$1,310,000.00	**14.0%**	**15/May/2026**
Interest Calculation Period	Payment Dates	First Payment Date
Monthly, not in advance	**15th day of each month**	**15/Jun/2026**
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
$15,283.33 of Interest Only	**14.415** % per annum	**15/May/2027**
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
No	**Postal Address in Item 4**	**15/May/2027**

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB2807085 RCVD: 2026-05-21 RQST: 2026-09-15 09.44.56

LTSA Land Title Act

Mortgage

Part 1 Province of British Columbia

8. Interest Mortgaged

Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

(A) Witness that in consideration of the sum of ONE MILLION THREE HUNDRED TEN THOUSAND DOLLARS ($1,310,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all its interest in and to the land.

(B) Provided this Mortgage to be void upon payment of ONE MILLION THREE HUNDRED TEN THOUSAND DOLLARS ($1,310,000.00) of lawful money of Canada, with interest at FOURTEEN PERCENT (14.0%) per annum, calculated monthly, not in advance, from the 15th day of May, 2026 and payable as well after as before maturity as follows:

The sum of FIFTEEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS ($15,283.33) interest only, shall be paid on the 15th day of June, 2026 and the further sum of FIFTEEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS ($15,283.33) interest only, shall be paid on the 15th day of each and every consecutive month thereafter up to and including the 15th day of May, 2027, and then on the 15th day of May, 2027, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with its interest in the within described property, then the entire balance of this Mortgage shall become due and payable together with an amount equal to three (3) months' interest on the then unpaid balance.

(D) Provided further, the Mortgagor, when not being in default hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time, provided there shall be paid as consideration for the privilege of making such prepayment, an amount equal to three (3) months' interest on the then unpaid balance.

(E) In the event that any payment to the Mortgagee shall not be honoured by the Mortgagee's bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

Guarantor(s) or Covenantor(s):
Richard Brandt Hagglund

11. Prior Encumbrances Permitted by Lender

Mortgage in favour of 752063 B.C. Ltd., 643910 B.C. Ltd., Hsu Lin Lu, Leanne Rose Desmond-Coster and Angus Ross Coster, Oliver Greer Coster, and Lorna Catherine Gresham registered of even date herewith

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB2807085 RCVD: 2026-05-21 RQST: 2026-09163309.44.56

LTSA Land Title Act

Mortgage

Part 1 Province of British Columbia

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.

Witnessing Officer Signature	Execution Date	Borrower / Party Signature(s)
Elizabeth Sadorsky **Barrister & Solicitor** PO Box 67 #101, 481 Harbourfront Drive NE Salmon Arm BC V1E 4N2 as to both signatures	YYYY-MM-DD **2026-05-13**	**0731852 B.C. Ltd.** By their Authorized Signatory **Richard Hagglund** **Richard Brandt Hagglund, Covenantor**

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.

Electronic Signature

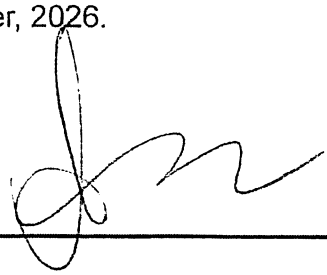
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996, c 250, that you certify this document under section 168.41 (4) of the Act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Elizabeth Ann Sadorsky Z4NPFI

Digitally signed by Elizabeth Ann Sadorsky Z4NPFI
Date: 2026-05-21 16:04:24 -07:00

© Copyright 2026, Land Title and Survey Authority of BC. All rights reserved.

This is **Exhibit** A referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.

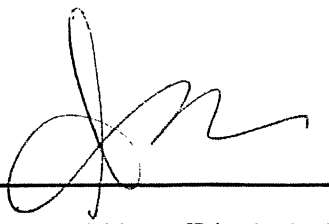


A Commissioner for Taking Affidavits in British Columbia.

Kam-Mic Investment Corp. Mortgage Portfolio Summary - Month: August 2026

Acct.	Mortgagor	Address	LTV	Interest Only	Matures	Qual. Con. 1st	Qual. Res. 1st	Qual. Res. 2nd	Non.Qual. Res	Other	Past 61 days	Current	Rate	Term	Rank
260	Sumal	5455 Yellowhead Highway Kamloops	68	Yes	Aug.15/27	$ -	$ 52,181.19	$ -	$ -	$ -		Yes	10	1	1
405	Headhunters Hair	350 Seymour St. Kamloops	75	Yes	July 15/27	$ -	$ -	$ -	$ 96,812.95	$ -		Yes	10	1	1
424	Hunter	5604 Canim Hendrix Rd. Williams Lake	64.2	Yes	July 1/27	$ -	$ 225,000.00	$ -	$ -	$ -		Yes	12	1	1
471	Pennell	37 Vavenby Bridge Rd. Vavenby	75	No	Jan. 1/27	$ -	$ -	$ -	$ 153,626.29	$ -		Yes	10	1	1
480	Carhoun	1645 Hugh Allan Dr. Kamloops	60	Yes	July 15/27	$ -	$ -	$ -	$ -	$ 350,000.00		Yes	10	1	1
497	Hunter	5604 Canim Hendrix Rd. Wiliams Lake	65	No	Nov. 1/26	$ -	$ -	$ -	$ 93,757.55	$ -		Yes	12	1	2
540	McMahon	818 Clearwater Village Rd. + 4 other Parcels Clearwate	43.5	Yes	June 15/27	$ -	$ 300,000.00	$ -	$ 70,000.01	$ -		Yes	10	1	1
548	North 51 Holdings	Airport Rd. Revelstoke BC	30	Yes	Jan 1/27	$ -	$ -	$ -	$ -	$ 600,000.00		Yes	13	1	1
550	Farough	3796 Copper Creek Rd. Kamloops (Red Lake)	60	Yes	Mar 1/27	$ -	$ -	$ -	$ 465,000.00	$ -		Yes	10	1	1
569	Alexander	1947 Valleyview Dr. Kamloops	46	Yes	May 1/27	$ -	$ 276,250.00	$ -	$ -	$ -		Yes	10	1	1
574	Wild Duck Inn	1720 Fremont St. Port Coquitlam	25	Yes	July 1/27	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	10	1	1
589	Perry	636 Battle St. Kamloops	33	Yes	May 15/27	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	12	1	1
592	Clearwater Redd-mix	7569 McCarthy Rd. Bridge Lake BC	70	Yes	June 15/27	$ -	$ -	$ -	$ 357,000.00	$ -		Yes	10	1	1
593	Lisan	312 - 360 Battle St. Kamloops	30	Yes	July 1/27	$ -	$ 125,000.00	$ -	$ -	$ -		Yes	16	1	1
596	North 51 Holdings	705 Center St. Revelstoke	60	Yes	Oct 15/26	$ -	$ -	$ -	$ 750,000.00	$ -		Yes	16	1	1
603	Pawlyshyn	1555 Howe Rd. Kamloops	29	Yes	Jan 15/27	$ -	$ 60,000.00	$ -	$ -	$ -		Yes	10	1	1
606	Gormyn	9116 Kealty Rd. Kamloops	16	Yes	Feb 15/27	$ -	$ 49,592.30	$ -	$ -	$ -		Yes	11	1	1
609	Kamperi Developments Ltd.	2713 Beachmount Cres Kamloops	66	Yes	Feb 1/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
619	Ojeau-Singer Development	3 - 2575 Elston Rd.	70	Yes	June 1/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
622	Trout Creek Construction	864 Camla Kamloops	62	Yes	July 15/27	$ -	$ 620,000.00	$ -	$ -	$ -		Yes	10	1	1
624	Chinook Construction Ltd.	Lot 67 Highland Blnd Bay	60	Yes	May 15/27	$ -	$ -	$ -	$ 400,000.00	$ -		Yes	10	1	1
625	McKay	723 Park Dr. Clearwater	65	Yes	July 15/27	$ -	$ 100,000.00	$ -	$ -	$ -		Yes	13	1	1
626	Kamloops Care Home Ltd.	55 W. Nicola	15.75	Yes	July 15/27	$ -	$ 115,310.48	$ -	$ -	$ -		Yes	10	1	1
632	1275750 B.C. Ltd.	2146 Lupin Kamloops	65	Yes	July 15/27	$ -	$ -	$ -	$ 650,000.00	$ -		Yes	10	1	1
633	MacFin Developments	16 - 1900 Ord Rd. Kamloops	65	Yes	Aug 15/27	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
635	0930141 B.C. Ltd.	Lot 42 Centennial Dr. Blnd Bay	70	Yes	June 1/27	$ -	$ 430,000.00	$ -	$ -	$ -		Yes	10	1	1
636	K. Builders Mechanical	1264 Montgomery Place, Chase	70	Yes	July 1/26	$ -	$ 375,000.00	$ -	$ -	$ -		Yes	10	1	1
637	CBT Mechanical	1827 Gelrich Ave Kamloops	65	Yes	July 15/26	$ -	$ 361,402.32	$ -	$ -	$ -		Yes	10	1	1
638	Loughead	3920 Heffley-Louis Creek Rd.	30	Yes	Sept 1/26	$ -	$ -	$ -	$ 350,000.00	$ -		Yes	10	1	1
639	1275750 B.C. Ltd.	1620 Tranquille Rd	70	Yes	Aug 15/27	$ -	$ 327,500.00	$ -	$ -	$ -		Yes	10	1	1
640	K. Builders Mechanical	Lot E Copperview Dr. Blnd Bay	70	Yes	Oct 15/26	$ -	$ 300,000.00	$ -	$ -	$ -		Yes	10	1	1
642	Engl Construction	77 Peter Rd. Kamloops	47	Yes	Dec 15/26	$ -	$ 625,000.00	$ -	$ -	$ -		Yes	11	1	1
643	James	1304 Lamar/406-683 Victoria St.	29	Yes	Oct 1/26	$ -	$ 436,000.00	$ -	$ -	$ -		Yes	12	1	1
644	Hovencamp	7265 Heffley Louis Creek Road	52	Yes	Dec 15/26	$ -	$ 229,945.21	$ -	$ -	$ -		Yes	12	1	1
647	Farough	Lot A 3796 Copper Creek Rd. Kamloops (Red Lake)	65	Yes	June 1/27	$ 575,000.00	$ -	$ -	$ -	$ 200,000.00		Yes	12	1	1
649	K&C's Construction	Lot F Copperview Drive, Blnd bay, BC	25	Yes	Sept 1/26	$ -	$ 400,000.00	$ -	$ -	$ -		Yes	10	1	1
650	Haggiund/0731852 B.C. Ltd	LOT 1 Tappan Notch Hil Rd	35	Yes	Sept 15/26	$ -	$ -	$ -	$ -	$ 500,000.00		Yes	12	1	1
651	Hascarl Property Holdings	710 Whatshan Lake Road	50	Yes	Oct 15/26	$ -	$ 350,000.00	$ -	$ -	$ -		Yes	10	1	1
652	Coombs	1900 Qu'Appelle Blvd	48	Yes	Sept 1/26	$ -	$ 450,000.00	$ -	$ -	$ -		Yes	10	1	1
						$ 575,000.00	$ 7,117,181.50	$ -	$ 4,186,196.80	$ 2,150,000.00					
	Total Portfolio	$14,028,378.30													
	% of Portfolio=		52.2167			4.10	50.73	0.00	29.84	15.33	100.00		10.872		

This is **Exhibit** R referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

TITLE SEARCH PRINT
File Reference: 35666
Declared Value $1400000

2026-09-18, 08:16:09
Requestor: Stephanie Romaniuk

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CB41214
From Title Number	CA4001475
Application Received	2022-06-29
Application Entered	2022-07-11

Registered Owner in Fee Simple
Registered Owner/Mailing Address: JAMIE JOHN PATON STEWART, SELF-EMPLOYED
1238 ROCKCRESS DRIVE
KAMLOOPS, BC
V2E 0B4

Taxation Authority Kamloops, City of

Description of Land
Parcel Identifier: 028-532-554
Legal Description:
LOT 16 SECTION 2 TOWNSHIP 20 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP91909

Legal Notations
RE PARAGRAPHS (E) AND (F) SEC 23 (1) LTA SEE DF X54471, 24/9/85

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	LB455655
Registration Date and Time:	2011-03-16 10:36
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LB455656
Registration Date and Time:	2011-03-16 10:36
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

TITLE SEARCH PRINT
File Reference: 35666
Declared Value $1400000

2026-09-18, 08:16:09
Requestor: Stephanie Romaniuk

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	LB461110
Registration Date and Time:	2011-04-11 14:10
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CA7422477
Registration Date and Time:	2019-03-29 15:31
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE
Cancelled By:	**CB134649**
Cancelled Date:	**2022-08-05**

Nature:	MORTGAGE
Registration Number:	CB41215
Registration Date and Time:	2022-06-29 12:13
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 223500/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 38200/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 85500/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 132600/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 64000/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	CANADIAN WESTERN TRUST COMPANY IN TRUST, SEE CB41215 AS TO AN UNDIVIDED 153500/697300 INTEREST
Transfer Number:	CB41215 TRANSFERRED TO CB2725191
Registered Owner:	OLYMPIA TRUST COMPANY INCORPORATION NO. A50545
Transfer Number:	CB2725191

Nature:	MORTGAGE
Registration Number:	CB41216
Registration Date and Time:	2022-06-29 12:13
Registered Owner:	0752063 B.C. LTD. INCORPORATION NO. BC0752063

TITLE SEARCH PRINT
File Reference: 35666
Declared Value $1400000

2026-09-18, 08:16:09
Requestor: Stephanie Romaniuk

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB429744
Registration Date and Time:	2023-01-13 15:24
Registered Owner:	JULIE KATHLEEN MCCOPPEN
Remarks:	INTER ALIA
Cancelled By:	**CB2967092**
Cancelled Date:	**2026-08-07**

Nature:	CROWN LIEN
Registration Number:	CB3022677
Registration Date and Time:	2026-08-25 09:49
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	SPECULATION AND VACANCY TAX ACT

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

Status: Registered | Doc #: CB41215 | RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

DECLARATION(S) ATTACHED

bc Land Title & Survey

Land Title Act

Mortgage

Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
JUN 29 2022 12:13:47.003
CB41215

1. Application

Document Fees: $76.32

Cates Ford Soil & Epp Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2
250-372-1234

File No. 22-4851(4)

2. Description of Land

PID/Plan Number	Legal Description
028-532-554	**LOT 16 SECTION 2 TOWNSHIP 20 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP91909**

3. Borrower(s) (Mortgagor(s))

JAMIE JOHN PATON STEWART SELF-EMPLOYED
1238 ROCKCRESS DRIVE
KAMLOOPS BC V2E 0B4

4. Lender(s) (Mortgagee(s))

CANADIAN WESTERN TRUST COMPANY A0046845
300 750 CAMBIE STREET
VANCOUVER BC V6B 0A2

IN TRUST, (LIRA 112309), SEE CB_____ As to an undivided **223500/697300** interest

CANADIAN WESTERN TRUST COMPANY A0046845
300 750 CAMBIE STREET
VANCOUVER BC V6B 0A2

IN TRUST, (TFSA 112408), SEE CB_____ As to an undivided **38200/697300** interest

CANADIAN WESTERN TRUST COMPANY A0046845
300 750 CAMBIE STREET
VANCOUVER BC V6B 0A2

IN TRUST, (RRSP 113342, SEE CB_____ As to an undivided **85500/697300** interest

CANADIAN WESTERN TRUST COMPANY A0046845
300 750 CAMBIE STREET
VANCOUVER BC V6B 0A2

IN TRUST, (RRSP 112306), SEE CB_____ As to an undivided **132600/697300** interest

© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

bc Land Title & Survey

Land Title Act

Mortgage

Part 1 Province of British Columbia

CANADIAN WESTERN TRUST COMPANY 300 750 CAMBIE STREET VANCOUVER BC V6B 0A2	A0046845
IN TRUST, (TFSA 115707), SEE CB_____	As to an undivided **64000/697300** interest

CANADIAN WESTERN TRUST COMPANY 300 750 CAMBIE STREET VANCOUVER BC V6B 0A2	A0046845
IN TRUST, (LIRA 112280), SEE CB_____	As to an undivided **153500/697300** interest

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$697,300.00	**7.50%**	**07/01/2022**
Interest Calculation Period	**Payment Dates**	**First Payment Date**
Monthly, not in advance	**1st day of each month**	**08/01/2022**
Amount of each periodic payment	**Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is**	**Last Payment Date**
$4,358.13	**7.618 %** per annum	**07/01/2023**
Assignment of Rents which the applicant wants registered?	**Place of payment**	**Balance Due Date**
No	**Postal Address In Item 4**	**07/01/2023**

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

No

8. Interest Mortgaged

Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

See Schedule

11. Prior Encumbrances Permitted by Lender

LB455655 Covenant, LB455656 Covenant, LB461110 Statutory Building Scheme

© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

bc Land Title & Survey

Land Title Act

Mortgage

Part 1 Province of British Columbia

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.

Witnessing Officer Signature	Execution Date	Borrower Signature(s)
Morgan R. Elander **Barrister & Solicitor** #300 - 272 Victoria Street Kamloops BC V2C 2A2	YYYY-MM-DD **2022-06-27**	**Jamie John Paton Stewart**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander 6FHG35

Digitally signed by Morgan Roy Elander 6FHG35
Date: 2022-06-29 12:09:43 -07:00

© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

LAND TITLE ACT
FORM E

SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of SIX HUNDRED & NINETY-SEVEN THOUSAND, THREE HUNDRED DOLLARS ($697,300.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of SIX HUNDRED & NINETY-SEVEN THOUSAND, THREE HUNDRED DOLLARS ($697,300.00) of lawful money of Canada, with interest at SEVEN AND ONE HALF PER CENT (7.5%) per annum, calculated monthly, not in advance, from the 1st day of July, 2022 and payable as well after as before maturity as follows:

> The sum of FOUR THOUSAND, THREE HUNDRED & FIFTY-EIGHT DOLLARS and THIRTEEN CENTS ($4,358.13) interest only, shall be paid on the 1st day of August, 2022 and the further sums of FOUR THOUSAND, THREE HUNDRED & FIFTY-EIGHT DOLLARS and THIRTEEN CENTS ($4,358.13) interest only, shall be paid on the 1sth day of each and every consecutive month thereafter up to and including the 1st day of July, 2023, and then on the 1st day of July, 2023, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(E) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining Canadian Western Trust Company as first loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

bc Land Title & Survey

Land Title Act

Declaration

Attached hereto are the following:

1. LIRA 112309 Trust Declaration (Wayne Becker)
2. TFSA 112408 Trust Declaration (Debra Coster)
3. RRSP 113342 Trust Declaration (Ian Coster)
4. RRSP 112306 Trust Declaration (Leo Coster)
5. TFSA 115707 Trust Declaration (Michael Coster)
6. LIRA 112280 Trust Declaration (Sandra Babcock)

Electronic Signature

Your electronic signature is a representation that

(a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or

(b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or

(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

Morgan Roy Elander 6FHG35

Digitally signed by Morgan Roy Elander 6FHG35
Date: 2022-06-29 12:10:00 -07:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

To: Canadian Western Trust Company ("CWT")

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages").

In witness whereof, I have executed this Authorization in the city of Kamloops, Province of BC, on the date indicated below.

Wayne Becker - LIRA 112309 — May 24/22

Annuitant Name — Date

Signature — LIRA 112309

Account Number

Judy Becker — May 24/22

Witness Name — Date

Signature

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

Per — JUN 28/22

Date

Signature

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 500-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2382 | Toll Free: 1.800.665.1124 | informationservices@cwt.ca | cwt.ca

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You", the annuitant as well as "planholder", are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group plan". We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. Purpose of the Plan: The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. Compliance: The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of that year.
5. Investments: Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions which we believe in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation, or by any other provincial or federal regulatory authorities as a result of your investment in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. Statements: We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial repayment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. Refunds of Excess Contributions: You or, where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and particularly to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the Plan: You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provision). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. Locked-in Plan Assets: If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Signature: _____

16. Group RSP: If the Plan is part of a Group RSP, You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
a. We will not accept any further contributions to this Plan; and
b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.
17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where in sufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.
19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of time calculated in accordance with the formula set out in paragraph (b) of this Clause 19; or
b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.
20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.
21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).
26. Amendments: We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
27. Delegation of Duties: Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.
28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns

Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company. "You" (the annuitant, as well as the fundholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word" agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund" We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments: Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
6. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or losses earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever, and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

Signature

10. Transfers for Division of Property: You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. Locked-in Fund and Prescribed RIF (PRIF) Assets: If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-in Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. Retirement Income Payments from the Fund: Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. Group RIF: If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. Successor Annuitant: At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this selection on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. Fees: We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. Death of Fundholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. Restriction: No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. Amendments: We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, providing that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. Ownership and Voting Rights: The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. Delegation of Duties: Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature: _____

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agent.

26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assign.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "Holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent " when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act"), and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.

2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 19 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.

3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.

4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.

5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assigns as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.

6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.

7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.

8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 16 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.

9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.

10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assigns under Clause 22, we will pay you or your assigns as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

Signature:

11. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.01 of the *Income Tax Act (Canada)* relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA: You, or your assigns under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to this TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in your sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity.
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it certifies to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable law.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, provided that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature

25. Indemnification. You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assignees and agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (or on that portion for which we are liable under applicable Tax Legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee. We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law. The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding. The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Signature

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

Section 1: Agreement and Acknowledgement by Plan Holder

To: Canadian Western Trust Company ("CWT")

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages")

In witness whereof, I have executed this Authorization in the city of KAMLOOPS, Province of B.C., on the date indicated below.

Debra Coster - TFSA 112408 — MAY 24 2022

Annuitant Name — Date

X DEBRA COSTER — TFSA 112408

Signature — Account Number

[illegible] — MAY 24 2022

Witness Name — Date

X [illegible] DAVID COSTER

Signature

Section 2: Acknowledgement by CWT

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

Per — JUN 28/22

Signature — Date

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 300-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.683.2081 | Toll Free: 1.800.663.1124 | InformationServices@cwt.ca | cwt.ca

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group plan" We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan ("RRSP") and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. Purpose of the Plan: The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. Compliance: The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to the Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
5. Investments: Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. Statements: We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. Income Tax Receipts: As required under Applicable Tax legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. Refunds of Excess Contributions: You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the Plan: You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. Locked-In Plan Assets: If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum, (the "Accendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Signature:

16. Group RSP: If the Plan is part of a Group RSP, You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
a. We will not accept any further contributions to this Plan; and
b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.
17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.
19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of time calculated in accordance with the formula set out in paragraph (b) of this Clause 19; or
b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(1)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.
20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.
21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws. .
24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(13) of the Income Tax Act (Canada).
26. Amendments: We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
27. Delegation of Duties: Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.
28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers of the Plan, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns

Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company. I "You" (the annuitant as well as the fundholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund" We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments, Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment arm's-length, other than the benefits and advantages specifically permitted under instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges.
6. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
7. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or loss earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
8. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
9. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
10. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

Signature: _____

10. Transfers for Division of Property: You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is listed, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. Locked-in Fund and Prescribed RIF (PRIF) Assets: If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-in Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. Retirement Income Payments from the Fund: Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. Group RIF: If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. Successor Annuitant: At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. Fees: We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. Death of Fundholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. Restriction: No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. Amendments: We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, provided that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. Ownership and Voting Rights: The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. Delegation of Duties: Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature:

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agent.

26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon such appointment we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are employed in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.
2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 19 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.
3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such in connection with the investments provided by you. Fair market value amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.
5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assigns as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.
8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur a full or partial non-payment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.
9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contribution permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assigns under Clause 22, we will pay you or your assigns as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) to fund, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA assets that you have withdrawn.

Signature: _____

11. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the tax otherwise payable under Part X.01 of the *Income Tax Act* (Canada) relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA: You, or your assigns under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax Legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to this TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in our sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you [3] days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the ACT.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, provided that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature:

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

26. Indemnification: You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (other than those for which we are liable under Applicable Tax Legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee: We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Signature:

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

Section 1: Agreement and Acknowledgement by Planholder

To: Canadian Western Trust Company ("CWT")

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages")

In witness whereof, I have executed this Authorization in the city of _____, Province of _____, on the date indicated below.

Ian Coster - RRSP 113342 — 2022-05-25
Annuitant Name — Date

Signature — RRSP 113342
Account Number

Witness Name — Date

Signature — May 25, 2022

Section 2: Acknowledgement by CWT

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

Per — Date: JUN 28/22

Signature

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 300-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2081 | Toll Free: 1.800.563.1124 | informationservices@cwt.ca | cwt.ca

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust, we use the word "Agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group plan" We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. **Registration:** We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. **Purpose of the Plan:** The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. **Compliance:** The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. **Contributions:** Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
5. **Investments:** Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. **Non-Qualified Investments:** We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.
7. **Accounting:** We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. **Statements:** We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. **Income Tax Receipts:** As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. **Withdrawals:** Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. **Refunds of Excess Contributions:** You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. **Transfers to the Plan:** You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. **Transfers from the Plan:** You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. **Transfers for Division of Property:** You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. **Locked-In Plan Assets:** If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Signature: _____

16. Group RSP: If the Plan is part of a Group RSP: You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
a. We will not accept any further contributions to this Plan; and
b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our solediscretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.

17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a maximum of sixty (60) days' notice of any changes in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.

19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of the time calculated in accordance with the formula set out in paragraph (b) of this Clause 19, or
b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date, and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.

20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.

21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. Where the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.

22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.

23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.

24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).

26. Amendments: We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.

27. Delegation of Duties: Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.

28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature: _____

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company. "You" (the annuitant as well as the funcholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund". We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the funcholder of the Fund. After your death, your spouse or common-lawpartner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments: Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment arm's-length, other than the benefits and advantages specifically permitted under Instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges.
6. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
6. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or loss earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-lawpartner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

Signature

10. **Transfers for Division of Property:** You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. **Locked-in Fund and Prescribed RIF (PRIF) Assets:** If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-in Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. **Retirement Income Payments from the Fund:** Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. **Group RIF:** If the Fund is part of a Group RIF, you are required to be an employee or member of spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive you written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. **Successor Annuitant:** At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this selection, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. **Fees:** We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any changes in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. **Date of Birth and Social Insurance Number:** The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. **Designation of Beneficiary:** Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. **Death of Fundholder:** Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. **Income Tax Receipts:** As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. **Restrictions:** No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. **Amendments:** We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, provided that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. **Ownership and Voting Rights:** The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. **Notices:** Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. **Delegation of Duties:** Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assign.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below.

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.

2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 15 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.

3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax legislation.

4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.

5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assigns as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.

6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market value as we may impose.

7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.

8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 16 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.

9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.

10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assigns under Clause 22, we will pay you or your assigns as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

Signature

11. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the *Income Tax Act (Canada)* relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA: You, or your assigns under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax Legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to this TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in our sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets (as any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, providing that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

X Signature

26. Indemnification: You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (other than those for which we are liable under Applicable Tax Legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

29. Successor Trustee: We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

X Signature

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

Section 1: Agreement and Acknowledgement by Planholder

To: Canadian Western Trust Company ("CWT")

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages")

In witness whereof, I have executed this Authorization in the city of Kamloops, Province of BC, on the date indicated below.

Leo Coster - RRSP 112308
Annuitant Name

Date

Signature

RRSP 112308
Account Number

Sandra Babcock Sandra Babcock

May 25/2022
Date

Witness Name

Sandra Babcock
Signature

Section 2: Acknowledgement by CWT

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

JUN 28/22
Date

Per

Signature

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 300 - 750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2881 | Toll Free: 1.800.663.1124 | informationservices@cwt.ca | cwt.ca

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee," and "Agent," when referencing "Agent for employee of group plan" We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. Purpose of the Plan: The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. Compliance: The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
5. Investments: Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss of income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. Statements: We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. Refunds of Excess Contributions: You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the Plan: You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. Locked-In Plan Assets: If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-in Retirement Account ("LIRA") or Locked-in Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

X Signature:

16. Group RSP: If the Plan is part of a Group RSP, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon you ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
a. We will not accept any further contributions to this Plan; and
b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive you written instructions within fifteen (15) days from the date we receive notice from the Group sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.
17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.
19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to you survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of the time calculated in accordance with the formula set out in paragraph (b) of this Clause 19; or
b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.
20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.
21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets, less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (2) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).
26. Amendments: We may from time to time, in our sole discretion, amend the terms of this Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
27. Delegation of Duties: Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.
28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

X Signature:

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company. "You" (the annuitant as well as the fundholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund". We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund") in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments: Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
6. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or loss earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

Signature: _____

10. Transfers for Division of Property: You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. Locked-in Fund and Prescribed RIF (PRIF) Assets: If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-in Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. Retirement Income Payments from the Fund: Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. Group RIF: If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. Successor Annuitant: At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. Fees: We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its part and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. Death of Fundholder: Upon verification of a benefit entitlement under Applicable Tax legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. Income Tax Receipts: As required under Applicable Tax legislation, we will send you or where applicable, your spouse or common law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. Restriction: No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. Amendments: We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, providing that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. Ownership and Voting Rights: The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. Delegation of Duties: Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) incurred on us or the Funds a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agent.
26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
28. Governing Law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assign.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "Holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.
2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 18 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.
3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.
5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assign as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.
8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.
9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assign under Clause 22, we will pay you or your assign as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

Signature:

11. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the *Income Tax Act* (Canada) relating to contributions that exceed the limits permitted under Applicable Tax legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA. You, or your estate under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax legislation) is the Holder if the transfer is made under the terms of a decree, order of judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon you ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to the TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in our sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity.
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we deem fit. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to forward to you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is or could arise in any way or the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, or both the trust's amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

X Signature

26. Indemnification: You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (other than those for which we are liable under Applicable Tax Legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. Successor Trustee: We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. Governing Law: The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

X Signature:

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

Section 1 Agreement and Acknowledgement by Annuitant

To: **Canadian Western Trust Company ("CWT")**

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages")

In witness whereof, I have executed this Authorization in the city of Kamloops, Province of BC, on the date indicated below.

Michael Coster CWT TFSA 115707 — Annuitant Name

June 27, 2022 — Date

✖ Signature

TFSA 115707 — Account Number

Jamie Scerbo — Witness Name

June 27, 2022 — Date

✖ Signature

Section 2 Acknowledgement by CWT

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

Jun 28/22 — Date

Per

Signature

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 300-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2081 | Toll Free: 1.800.663.1124 | informationservices@cwt.ca | cwt.ca

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group plan". We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan "RRSP" and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. Purpose of the Plan: The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. Compliance: The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
5. Investments: Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. Statements: We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax Legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. Refunds of Excess Contributions: You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. Transfers to the Plan: You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the Plan: You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. Locked-In Plan Assets: If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Signature:

up ASP: If the Plan is part of a Group RSP. You are required to be an employee member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:

a. We will not accept any further contributions to this Plan; and

b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.

17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.

19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:

a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding such period of the time calculated in accordance with the formula set out in paragraph (b) of this Clause 19, or

b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(3)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.

20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.

21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.

22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.

23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws. .

24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).

26. Amendments: We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.

27. Delegation of Duties; Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.

28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instructions made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

X Signature: _____

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns

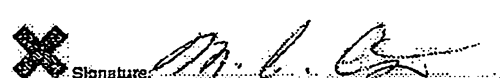
Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "us", "our" and "we" are also used in the Declaration of Trust to refer to Canadian Western Trust Company,) "You" (the annuitant as well as the fundholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word" agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund" We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF") and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the fundholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments: Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment arm's-length, other than the benefits and advantages specifically permitted under instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fee shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
6. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or loss earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

X Signature:

10. Transfers for Division of Property: You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.
11. Locked-In Fund and Prescribed RIF (PRIF) Assets: If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. Retirement Income Payments from the Fund: Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. Group RIF: If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. Successor Annuitant: At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. Fees: We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. Death of Fundholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. Income Tax Receipts: As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. Restriction: No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. Amendments: We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, providing that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. Ownership and Voting Rights: The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledged received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. Delegation of Duties: Without limiting our responsibility as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature: 

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents shall be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund; unless caused by willful misconduct or gross negligence by us, our officers, employees or agent.
26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
28. Governing law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assign.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and " Agent " when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.
2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 19 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.
3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.
5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assigns as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.
8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 16 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.
9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assigns under Clause 22, we will pay you or your assigns as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

Signature

11. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the *Income Tax Act (Canada)* relating to Contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA: You, or your assigns under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax Legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to this TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in your sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, providing that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature:

26. Indemnification: You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (other than those for which we are liable under Applicable Tax Legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us; whether by you, a person designated by you or any person purporting to be you or the person designated by you.
27. Successor Trustee: We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
28. Governing Law: The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Signature:

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

ARM'S LENGTH MORTGAGE INVESTMENT AUTHORIZATION AND ACKNOWLEDGEMENT FORM

required for mortgages in British Columbia only

Section 1: Agreement and Acknowledgement by Planholder

To: Canadian Western Trust Company ("CWT")

I acknowledge that the mortgage fees charged by the Trustee are not pro-rated and are not based on the amount of activity, value, quality or standing of mortgage.

I have received a copy of the Trustee guidelines regarding arm's length mortgages and the current fee schedule.

I confirm that I am the planholder, annuitant or account holder (the "Planholder") of the self-directed registered plan, fund or account (the "Plan") issued by CWT as provided in the attached Declaration of Trust and in accordance with the terms of the Plan, hereby authorize CWT to enter into mortgages on my behalf, generally and from time to time as I may direct, as follows:

(i) contributory mortgages; and

(ii) first, second and third mortgages (collectively, "Mortgages")

In witness whereof, I have executed this Authorization in the city of Kamloops, Province of BC, on the date indicated below.

Sandra Babcock - LIRA 112280 — May 25, 2022
Annuitant Name — Date

X [signature] — LIRA 112280
Signature — Account Number

Lee Castle — Aug 25/2022
Witness Name — Date

X [signature]
Signature

Section 2: Acknowledgement by CWT

CWT hereby acknowledges that, in its capacity as trustee of the Plan, and will enter into Mortgages on behalf of the Plan, and on the direction of the Planholder, all in accordance with the Declaration of Trust in respect of the Plan.

Canadian Western Trust Company

Per [signature] — JUN 28/22
Signature — Date

ERIC NORDMAN
Trust Services Officer, CWB Trust Services

Suite 300-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2083 | Toll Free: 1.800.663.1124 | informationservices@cwt.ca |
A CWB Group Company

CWB | CANADIAN WESTERN TRUST

Canadian Western Trust Company Self-Directed Retirement Savings Plan - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are also used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as "planholder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent or employee of group plan." We agree to act as trustee for your self-directed Retirement Savings Plan (the "RSP") created pursuant to the Application and this Declaration of Trust (the "Plan") in accordance with the terms and conditions set out below:

1. **Registration:** We will apply to register the Plan under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Plan will be a Registered Retirement Savings Plan ("RRSP") and you will be known for the purposes of the Applicable Tax Legislation as the "Annuitant", who is the planholder of the Plan.
2. **Purpose of the Plan:** The primary purpose of the Plan is to accumulate and invest funds in order to provide retirement income to you.
3. **Compliance:** The Plan shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. **Contributions:** Deposits to the Plan that are made by you or, where applicable, by your spouse or common-law partner, according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the Plan under section 12 below, will be called the "Plan Assets". No Contributions to the Plan may be made after the Maturity Date defined in section 18 below. The trustee is not responsible for determining whether the aggregate of all premiums contributed by you, your spouse or common-law partner or former spouse or common-law partner to the Plan in respect of a year exceeds the maximum amount that is permitted to be contributed by the relevant contributor to the Plan in respect of the year.
5. **Investments:** Plan assets will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us in our sole discretion. Your Plan will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Tax Act for an RRSP. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. **Non-Qualified Investments:** We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. You are responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the investments in the Plan (other than those for which we are liable under Applicable Tax Legislation). If the Plan becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Plan. We will issue an income tax receipt for any de-registration of Plan Assets and we will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Plan Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Plan Assets as worthless and remove them from the Plan if you can not provide documents supporting their fair market valuation as we may impose.
7. **Accounting:** We will maintain records relating to the Plan reflecting the following:
   a. Contributions to the Plan;
   b. Name, amount and cost of investments purchased or sold by the Plan;
   c. Purchases and sales of investments we hold for you in the Plan;
   d. Any income or loss earned or incurred by the Plan;
   e. Withdrawals, transfers and any other payments from the Plan; and
   f. The balance of the Plan.
8. **Statements:** We will issue statements for the Plan at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial non-payment of fees referred to in Clause 17 hereof, we may, in our sole discretion, cease the issue of statements for the Plan.
9. **Income Tax Receipts:** As required under Applicable Tax Legislation, we will send you or, where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report Contributions we have received, payments we have made to you and tax we have withheld. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. **Withdrawals:** Upon receipt of your written instructions to withdraw all or a part of the Plan Assets before the Maturity Date, we will pay you an amount less any tax under Applicable Tax legislation and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. Once the withdrawal is issued, we no longer have any further liability or duty to you for the Plan Assets that you have withdrawn.
11. **Refunds of Excess Contributions:** You or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part X.1 of the Income Tax Act (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the Plan to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. Once the refund is issued, we no longer have any further liability or duty to you for the Plan Assets that have been refunded.
12. **Transfers to the Plan:** You may request a transfer of amounts to the Plan from another "RRSP", Registered Pension Plan ("RPP") or any other source permitted under Applicable Tax Legislation or other applicable law. The trustee may, in its sole discretion refuse to accept the property into the Plan for any reason whatsoever and authorizes to transfer out of the Plan to the Annuitant, without notice, any property of the Plan the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Plan will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. **Transfers from the Plan:** You may request a transfer of all or part of the Plan Assets to a RRSP or a Retirement Income Fund ("RIF") that is registered under Applicable Tax Legislation under which you are the Annuitant. You may also request a transfer to a RPP for your benefit (if permitted by the provider). All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
14. **Transfers for Division of Property:** You may request a transfer of all or part of the Plan Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the Plan Assets transferred.
15. **Locked-In Plan Assets:** If locked-in Plan Assets are transferred to the Plan in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Locked-In Retirement Account ("LIRA") or Locked-In Retirement Savings Plan ("LRSP") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Plan Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Signature: _____

16. Group RSP: If the Plan is part of a Group RSP, You are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group RSP named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your Agent for the purposes of constituting the plan. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
a. We will not accept any further contributions to this Plan; and
b. You shall provide us with written notice to transfer the Plan to a self-directed RRSP, self-directed RRIF with us or another financial institution which is not part of the Group RSP. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Plan Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to apply for registration of such RSP or RIF under Applicable Tax Legislation.

17. Fees: We may charge you or the Plan fees for services we provide to you or the Plan from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Plan for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes), interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the Plan. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Plan Assets and where sufficient cash is available, you authorize us to sell or withdraw any of the Plan Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawals from the Plan Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.

18. Designation of Maturity Date: You may designate in writing a date (the Maturity Date) on which to begin receiving retirement income. The Maturity Date will not be later than December 31st of the year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.

19. Maturity of the Plan: The Plan will mature on the Maturity Date. No later than ninety (90) days before the Maturity Date you must provide us with written instructions to transfer the Plan Assets to a RRIF or to liquidate the Plan Assets and use the proceeds to acquire a life annuity in accordance with Applicable Tax Legislation. Any annuity purchased by us hereunder shall be either:
a. An annuity payable to you for your life or to you for the lives jointly of you and your spouse or common-law partner and to your survivor for his or her life, commencing on the Maturity Date and with or without a guarantee term not exceeding a th period of the time calculated in accordance with the formula set out in paragraph (b) of this Clause 19; or
b. An annuity commencing at the Maturity Date payable to you for a term of years equal to 90 minus either your age in whole years at the maturity of the Plan, or, where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the Maturity Date; and shall be issued by a person selected by you who is licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada an annuities business. Any annuity so purchased shall pay equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of annuity shall be made to you or, after your death, your spouse or common-law partner. The aggregate of the periodic payments in a year under any annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death. The periodic payments under the annuity in a year may be payable in accordance with paragraph 146(1)(b) of the Act and the corresponding provision of any applicable provincial tax legislation. Any annuity so payable shall not be assigned in whole or in part. Such annuity shall provide for commutation if such annuity would otherwise become payable to a person other than your spouse or common-law partner after your death. It shall be your responsibility to select the form and issuer of any annuity to be purchased by us with the Plan Assets and to ensure that such annuity and the issuer thereof meet the requirements of the Act and any applicable provincial legislation. If we have not received your written instructions prior to the Maturity Date, you will be deemed to have instructed us to transfer the Plan Assets to a self-directed RIF or another RIF in your name selected by us at our sole discretion. Furthermore, you will have deemed us to act as your attorney to execute documents and make elections necessary to establish the self-directed RIF or another RIF and to register such RIF under Applicable Tax Legislation.

20. Date of Birth and Social Insurance Number: The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of the validity of either.

21. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Plan Assets or the proceeds from the sale of the Plan Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Plan Assets or the proceeds from the Plan Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.

22. Death of a Planholder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Plan Assets or the proceeds from the Plan Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Plan, we will distribute Plan Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Plan Assets to your estate. Once the Plan Assets are transferred or the proceeds of the sale of the Plan Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.

23. Ownership and Voting Rights: The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws. .

24. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.

25. Restrictions: No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you do not deal at arm's length and the retirement income may not be assigned in whole or in part as governed by 146(2)(c) of the Income Tax Act (Canada).

26. Amendments: We may from time to time, in our sole discretion, amend the terms of the Plan and this Declaration of Trust, providing that such amendments shall not disqualify the Plan as a RRSP within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.

27. Delegation of Duties: Without limiting our responsibility as trustee of the Plan, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Plan and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Plan.

28. Liability of Canadian Western Trust Company: We are not responsible for valuing Plan Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the Plan directly from Plan Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Plan and the Plan Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Plan as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Plan, the Declaration of Trust or any additional terms and conditions which may apply to the Plan under applicable law in connection with any transfers by the Plan, unless caused by willful misconduct or gross negligence by us, our officers, employees or agents.

Signature: S Babcock

29. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the Plan Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan (other than those for which we are liable under Applicable Tax Legislation), costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Plan as a result of any loss or diminution of the Plan Assets, purchases, sales, or retention of any investments, payments or distributions out of the Plan made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

30. Successor Trustee: We may resign as the trustee of the Plan and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Plan. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

31. Governing Law: The terms of the Plan will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

32. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Canadian Western Trust Company Self-Directed Retirement Income Fund - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. The words "we", "our" and "us" are also used in the Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the annuitant as well as the funcholder) are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this declaration of Trust, we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee group fund" We agree to act as trustee for your self-directed Retirement Income Fund (the "RIF"), created pursuant to the application and this Declaration of Trust (the "Fund"), in accordance with the terms and conditions set out below:

1. Registration: We will apply to register the Fund under the Income Tax Act (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the Fund will be a Registered Retirement Income Fund ("RRIF"), and you will be known for the purposes of Applicable Tax Legislation as the "Annuitant", who is the funcholder of the Fund. After your death, your spouse or common-law partner, if living, may become the Annuitant for the purposes of Applicable Tax Legislation.
2. Purpose: The primary purpose of the Fund is to provide retirement income to you. Each year following the year the Fund is established we must make a minimum payment of retirement income to you, in accordance with Applicable Tax Legislation.
3. Compliance: The Fund shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Investments: Transfers to the Fund will be invested and reinvested from time to time in accordance with your investment instructions, which must comply with requirements imposed by us, in our sole discretion. These amounts will be called the "Fund Assets". We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investments made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such fees shall accrue to us. We will not be limited to investments authorized by law governing the investments of property held in trust other than investment rules imposed by the Tax Act for a RRIF. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions which we believe in good faith to be given by you. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If we do not have any instructions from you at the time we receive a cash transfer, we will deposit your cash transfer in an interest bearing account with us or Canadian Western Bank.
5. Non-Qualified Investments: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the Plan. If the Fund becomes liable for any Charges (other than those for which we are liable under Applicable Tax Legislation), you will be deemed to have authorized us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the Fund. We will issue an income tax receipt for any withdrawal of Fund Assets and we will not be liable for any tax or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of Fund Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem Fund Assets as worthless and remove them from the Fund if you cannot provide documents supporting their fair market valuation as we may impose. We will not be liable for any Charges (other than those for which we are liable under Applicable Tax Legislation) imposed on you or the Fund under Applicable Tax Legislation or by any provincial or federal regulatory authorities related to the removal of Fund Assets from the Fund.
6. Accounting: We will maintain records relating to the Fund reflecting the following:
   a. Transfers to the Fund;
   b. Name, amount and cost of investments purchased or sold by the Fund;
   c. Purchases and sales of investments we hold for you in the Fund;
   d. Any income or loss earned or incurred by the Fund;
   e. Minimum payment information;
   f. Withdrawals, transfers and any other payments from the Fund; and
   g. The balance of the Fund.
7. Statements: We will issue statements for the Fund at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 15 hereof, we may, in our sole discretion, cease the issue of statements for the Fund.
8. Transfers to the Fund: You may request a transfer of amounts from another ("RRIF"), a Registered Retirement Savings Plan ("RRSP"), Registered Pension Plan ("RPP") or another source permitted under Applicable Tax Legislation or other applicable law. We will not accept property as consideration for benefits under the Fund, other than property that is a valid premium for a RIF under Applicable Tax Legislation or is transferred from another RRSP, RRIF or RPP under which you or your spouse or common-law partner or former spouse or common-law partner are the Annuitant or that is part of a division of property as described in section 10 below or that is otherwise permitted by Applicable Tax Legislation. The trustee may, in its sole discretion, refuse to accept the property into the Fund for any reason whatsoever and authorizes to transfer out of the Fund to the Annuitant, without notice, any property of the Fund the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the Fund will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
9. Transfers from the Fund: You may request a transfer of all or part of the Fund Assets to a RRSP or RRIF under which you are the Annuitant. You may transfer all or part of the Fund Assets to purchase an annuity, subject to the limitations of the Applicable Tax Legislation. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. Prior to transferring all or part of the Fund Assets, we will make a payment of any unpaid minimum amount required under Applicable Tax Legislation. Upon receipt by us of all completed documents, as required under applicable law and us, we will process your request for a transfer of Fund Assets, or an amount equal in value at the time of the request, within a reasonable period of time. If you request a transfer to a RRIF we will also transfer all information necessary for continuance of registration of the Fund. Once the transfer is issued, we no longer have any further liability or duty to you for the Fund Assets transferred.

X Signature

10. **Transfers for Division of Property:** You may request a transfer of all or part of the Fund Assets to a RRSP or a RRIF under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Annuitant if the transfer is made under the terms of a decree, order or judgement of a competent tribunal or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law relationship. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued we no longer have any further liability or duty to you for the Fund Assets transferred.
11. **Locked-In Fund and Prescribed RIF (PRIF) Assets:** If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In Retirement Income Fund ("LRIF") or Prescribed RIF ("PRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.
12. **Retirement Income Payments from the Fund:** Retirement income payments must begin no later than the first calendar year after the year in which you establish the Fund. A minimum payment is required each year and is calculated in accordance with Applicable Tax Legislation. Payments may not be assigned, in whole or in part. You may elect to take a payment greater than the minimum payment each year subject to provincial or federal legislation pertaining to locked-in funds; however, any payment exceeding the minimum is subject to tax in accordance with Applicable Tax Legislation. You may elect to use your spouse's or common-law partner's age, subject to Applicable Tax Legislation, as a factor in calculating the annual minimum payments as long as you have not yet received any payments from the Fund. If you do not provide us with written instructions prior to thirty (30) days from the end of the year, for the payments and frequency of payments to be made from the Fund, you will receive a default payment at not less than the minimum payment required, prior to the end of each year at a time we may determine which may be amended from time to time without notice. If sufficient cash is not available to cover the minimum payment or any other payment for the Fund, you will have deemed us to withdraw any of the Fund Assets in-kind, as we consider appropriate, and obtain a fair market value that we, in our sole discretion, consider appropriate to satisfy any payment amounts at the time of the transaction. Once the payment is issued we will not be liable for any loss or taxes incurred as a result of us withdrawing any Fund Assets as it pertains to making payments from the Fund.
13. **Group RIF:** If the Fund is part of a Group RIF, you are required to be an employee or member or spouse or the common-law partner of the employee or member of the sponsoring organization of the Group RIF named in the Application (the Group Sponsor). You accept the Group Sponsor as your Agent for the purposes of constituting the Fund. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, you shall provide us with written notice to transfer the Fund to a self-directed RRSP, if eligible, self-directed RRIF with us or another financial institution which is not part of the Group RIF. If we do not receive your written instruction within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer Fund Assets and to act as your attorney to execute documents and make elections necessary to establish another RSP or RIF, selected by us in our sole discretion and to register such RSP or RIF under Applicable Tax Legislation.
14. **Successor Annuitant:** At any time, you may elect for your spouse or common-law partner to receive payments after your death for as long as there are Fund Assets. You may make this election on the Application or in your will. If you have not made this election, we may make the payments to your spouse or common-law partner as successor annuitant after your death, as long as your legal representative requests it and provides us with satisfactory evidence of their consent and other requirements we may impose.
15. **Fees:** We may charge you or the Fund fees for services we provide to you or the Fund from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the Fund for all Trustee fees, mortgage foreclosure fees, disbursements, expenses including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation and any other charges reasonably incurred by us in the connection with the Fund. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the Fund Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the Fund Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue an income tax receipt for any withdrawal from Fund Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
16. **Date of Birth and Social Insurance Number:** The date of birth and social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require proof of the validity of either.
17. **Designation of Beneficiary:** Where applicable provincial law permits, you may designate one or more beneficiaries to receive the Fund Assets or the proceeds from the sale of the Fund Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the Fund Assets or the proceeds from the Fund Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
18. **Death of Fundholder:** Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the Fund Assets or the proceeds from the Fund Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your Fund, we will distribute Fund Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the Fund Assets to your estate. Once the Fund Assets are transferred or the proceeds of the sale of the Fund Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
19. **Income Tax Receipts:** As required under Applicable Tax Legislation, we will send you or where applicable, your spouse or common-law partner, a receipt for income tax filing purposes. Your income tax receipt will report payments we have made to you and tax we have withheld.
20. **Restriction:** No advantage that is conditional in any way on the existence of the Fund may be extended to you or any person with whom you do not deal at arm's-length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The Fund Assets cannot be pledged, assigned, or in any way alienated in whole or in part as security for a loan or for any purpose other than to provide you with a retirement income, nor may Fund Assets be used to offset any debt or obligation, unless specifically permitted by Applicable Tax Legislation.
21. **Amendments:** We may from time to time, in our sole discretion, amend the terms of the Fund and this Declaration of Trust, providing that such amendments shall not disqualify the Fund a RRIF within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
22. **Ownership and Voting Rights:** The Fund Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the Fund and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
23. **Notices:** Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage prepaid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you three (3) days after the date of such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
24. **Delegation of Duties:** Without limiting our responsibilities as trustee of the Fund, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the Fund and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors, so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the Fund.

Signature: _____

25. Liability of Canadian Western Trust Company: We are not responsible for valuing Fund Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees and agents will be indemnified by you and the Fund directly and from Fund Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the Fund and the Fund Assets. We, our officers, employees and agents will accept investment instructions made in good faith by you or your authorized agent, dealer or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses, or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the Fund as a result of us acting in good faith on your authority or the authority of your agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the Fund, the Declaration of Trust or any additional terms and conditions which may apply to the Fund under applicable law in connection with any transfers received by the Fund, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agent.
26. Indemnification: You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns and our agents directly and out of Fund Assets for any taxes, interest, penalties or charges levied or imposed on us in respect of the Fund, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the Fund as a result of any loss or diminution of the Fund Assets, purchases, sales, or retention of any investments, payments or distributions out of the Fund made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.
27. Successor Trustee: We may resign as the trustee of the Fund and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the Fund. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.
28. Governing law: The terms of the Fund will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.
29. Binding: The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

Canadian Western Trust Company Self-Directed Tax-Free Savings Account - Declaration of Trust

Canadian Western Trust Company is a trust company incorporated under the laws of Canada. (The words "us", "our" and "we" are to be used in this Declaration of Trust to refer to Canadian Western Trust Company.) "You" (the account "holder") are the person who has completed the application form (the "Application") to which this Declaration of Trust is attached. Within this Declaration of Trust we use the word "agent" when referencing "agent for the trustee" and "Agent" when referencing "Agent for employee of group TFSA". We agree to act as trustee for your self-directed tax-free savings account created pursuant to the Application and this Declaration of Trust (the "TFSA") in accordance with the terms and conditions set out below:

1. Registration: We will file an election to register the TFSA under the *Income Tax Act* (Canada) (the "Act") and any applicable income tax legislation of a province of Canada (collectively, "Applicable Tax Legislation"). If registered, the TFSA will be a "qualifying arrangement" and you will be known for the purposes of the Applicable Tax Legislation as the "Holder" of the TFSA.
2. Purpose of the TFSA: The primary purpose of the TFSA is to accumulate and invest funds for savings and investment purposes. The TFSA will be maintained for the exclusive benefit of you as the Holder, except as provided under Clauses 19 and 22. While you are the Holder of the TFSA, only we and you have rights relating to the amount and timing of distributions and the investing of funds.
3. Compliance: The TFSA shall, at all times, comply with all relevant provisions of Applicable Tax Legislation. You are bound by the terms and conditions imposed under Applicable Tax Legislation.
4. Contributions: Deposits to the TFSA made by you according to this Declaration of Trust and the Applicable Tax Legislation will be called the "Contributions". Only you may make Contributions to the TFSA. Contributions may be cash, securities, mutual funds or other property. We will hold the Contributions and any income or gains from them, in trust for you. We will invest and reinvest such income or gains accumulated in accordance with the instructions provided by you. These amounts, together with any amounts transferred to the TFSA under section 12 below, will be called the "TFSA Assets". The trustee is not responsible for determining whether the aggregate of all Contributions made by you to the TFSA in respect of a year exceeds the maximum amount that is permitted to be contributed to the TFSA in respect of the year.
5. Investments: TFSA Assets will be invested and reinvested from time to time in accordance with your investment instructions or those of your assignee as set out in Clause 22 (if applicable). Investment instructions must comply with requirements imposed by us in our sole discretion. Your TFSA will not be limited to investments authorized by law governing the investments of property held in trust other than the investment rules imposed by the Act for a TFSA. We will only act on your instructions if they are in a form acceptable to us and are accompanied by related documents as required by us, in our sole discretion. We may accept and act on any investment instructions, which we believe, in good faith, to be given by you. We may be entitled to a fee for any cash deposited in an account at Canadian Western Bank or for any investment made with Canadian Western Bank or, if requested by you, another financial institution, and if so, such a fee shall accrue to us. If we do not have any instructions from you at the time we receive a cash Contribution, we will deposit your cash Contribution in an interest bearing account with us or Canadian Western Bank.
6. Non-Qualified Investments and Excess Contributions: We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being held or acquired by the TFSA. You are solely responsible for any tax, interest or penalties (collectively, the "Charges") imposed under Applicable Tax Legislation or by any other provincial or federal regulatory authorities as it pertains to the Contributions and investments in the TFSA (other than those for which we are liable under Applicable Tax Legislation). If the TFSA becomes liable for any Charges, you will be deemed to have authorized us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to pay any Charges to the TFSA and we will issue notice to you as prescribed under the Act in respect of any such transaction. We will not be liable for any loss or income taxes incurred as it pertains to the collection of unpaid Charges. It is your sole responsibility to provide appropriate documents supporting the fair market value of TFSA Assets not publicly traded on a recognized stock exchange within the meaning of Applicable Tax Legislation. Furthermore, we may deem TFSA Assets as worthless and remove them from the TFSA if you cannot provide documents supporting their fair market valuation as we may impose.
7. Accounting: We will maintain records relating to the TFSA reflecting the following:
   a. Contributions to the TFSA;
   b. Name, amount and cost of investments purchased or sold by the TFSA;
   c. Purchases and sales of investments we hold for you in the TFSA;
   d. Any income or loss earned or incurred by the TFSA;
   e. Withdrawals, transfers and any other payments from the TFSA; and
   f. The balance of the TFSA.
8. Statements: We will issue statements for the TFSA at least once annually or more frequently as determined by us, in our sole discretion. Should there occur full or partial nonpayment of fees referred to in Clause 16 hereof, we may, in our sole discretion, cease the issue of statements for the TFSA.
9. Income Tax Reporting Receipts: As required under Applicable Tax Legislation, we will send you a receipt for income tax reporting purposes. Your income tax reporting receipt will report Contributions we have received and payments we have made to you. It is your sole responsibility to ensure you do not exceed the maximum allowable contributions permitted each year under Applicable Tax Legislation.
10. Withdrawals: Upon receipt of your written instructions to withdraw all or a part of the TFSA Assets, or the written instructions of your assignee under Clause 22, we will pay you or your assignee as the case may be an amount less tax under Applicable Tax Legislation, if any, and any other related fees or costs. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or you will withdraw an investment(s) in-kind, equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the withdrawal is issued and notice provided, we no longer have any further liability or duty to you for the TFSA Assets that you have withdrawn.

Signature: _____

13. Refunds of Excess Contributions: You may send us written instructions to refund an amount to reduce the taxes otherwise payable under Part XI.01 of the *Income Tax Act* (Canada) relating to contributions that exceed the limits permitted under Applicable Tax Legislation. Prior to us processing your written instructions, you will ensure sufficient cash is in the TFSA to cover the amount requested or we will refund an investment in-kind equal to the fair market value at the time of the transaction. We will issue notice to you as prescribed under the Act in respect of any such transaction. Once the refund is issued and the notice provided, we no longer have any further liability or duty to you for the TFSA Assets that have been refunded.
12. Transfers to the TFSA: You may request a transfer of amounts to the TFSA from another TFSA of yours. The trustee may, in its sole discretion refuse to accept the property into the TFSA for any reason whatsoever and authorizes to transfer out of the TFSA to the Holder, without notice, any property of the TFSA the trustee believes is not or may not be a Qualified Investment. The terms and conditions of the TFSA will be subject to any additional terms or conditions that may be required to complete the transfer according to applicable law.
13. Transfers from the TFSA: You, or your assigns under Clause 22 (if applicable), may request a transfer of all or part of the TFSA Assets to a TFSA that is registered under Applicable Tax Legislation under which you are the Holder. All transfer requests may be subject to tax under Applicable Tax Legislation and any other related fees or costs. We will process your transfer request within a reasonable period of time after we have received all completed documents as required by us and applicable law. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
14. Transfers for Division of Property: You may request a transfer of all or part of the TFSA Assets to a TFSA or under which your spouse or common-law partner (within the meaning of Applicable Tax Legislation) is the Holder if the transfer is made under the terms of a decree, order or judgment of a competent tribunal, or of a written separation agreement, that relates to the division of property between you and your spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of or on the breakdown of your marriage or common-law partnership. Any transfer requests may be subject to any tax under Applicable Tax Legislation and any other related fees or costs. We will process your request within a reasonable period of time after we have received all completed documents as required by applicable law and us. Once the transfer is issued, we no longer have any further liability or duty to you for the TFSA Assets transferred.
15. Group TFSA: If the TFSA is part of a Group TFSA, you are required to be an employee or member, or the spouse or common-law partner of the employee or member, of the sponsoring organization of the Group TFSA named in the Application (the "Group Sponsor"). You accept the Group Sponsor as your agent for the purposes of constituting the TFSA. Upon your ceasing to be an employee or member of the Group Sponsor and upon notification from the Group Sponsor being received by us, the following will apply:
    a. We will not accept further contributions to this TFSA; and
    b. You shall provide us with written notice to transfer the TFSA to a self-directed TFSA with us or another financial institution which is not part of the Group TFSA. If we do not receive your written instructions within fifteen (15) days from the date we receive notice from the Group Sponsor, you will be deemed to have instructed us to transfer TFSA Assets and to act as your attorney to execute documents and make elections necessary to establish another TFSA, selected by us in your sole discretion and to apply for registration of such TFSA under Applicable Tax Legislation.
16. Fees: We may charge you or the TFSA fees for services we provide to you or the TFSA from time to time in accordance with our current fee schedule. We will give you a minimum of sixty (60) days' notice of any change in our fees. We are entitled to reimbursement from you or the TFSA for all Trustee fees, mortgage foreclosure fees, disbursements, expenses (including taxes, interest and penalties other than those for which we are liable under Applicable Tax Legislation) and any other charges reasonably incurred by us in connection with the TFSA. We are entitled to deduct our unpaid fees, disbursements, expenses and any other charges from the TFSA Assets and where insufficient cash is available, you authorize us to sell or withdraw any of the TFSA Assets and obtain a fair market value that we, in our sole discretion, consider appropriate to collect unpaid fees, disbursements, expenses and any other charges. We will issue notice to you as prescribed in the Act in respect of any withdrawals from the TFSA Assets and we will not be liable for any loss or income tax incurred as such loss or tax pertains to the collection of any unpaid fees, disbursements, expenses and any other charges.
17. Social Insurance Number: The social insurance number that you provide on the Application shall be deemed a certification by you of its truth and you give us your undertaking to provide additional evidence if we require the proof of its validity
18. Designation of Beneficiary: Where applicable provincial law permits, you may designate one or more beneficiaries to receive the TFSA Assets or the proceeds from the sale of the TFSA Assets on or after your death. You may make, change or revoke a beneficiary designation by providing us with a written instruction in a form acceptable to us. When the TFSA Assets or the proceeds from the TFSA Assets have been distributed to your designated beneficiary, even though the designation may be invalid as a testamentary instrument, we will be fully discharged of any liability under this Declaration of Trust.
19. Death of a TFSA Holder: Upon verification of a benefit entitlement under Applicable Tax Legislation, we will require, in our sole discretion, satisfactory evidence of your death and any other documents as it pertains to your death prior to proceeding with a request to distribute the TFSA Assets or the proceeds from the TFSA Assets less any tax under the Applicable Tax Legislation and any other related fees or costs. If you have designated more than one beneficiary under your TFSA, we will distribute TFSA Assets as designated by you. If we cannot establish a valid designation of beneficiary or beneficiaries, we will distribute the TFSA Assets to your estate. Once the TFSA Assets are transferred or the proceeds of the sale of the TFSA Assets are paid, we no longer have any further liability or duty to your heirs, executors, administrators or legal representatives.
20. Ownership and Voting Rights: The TFSA Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to securities held under the TFSA and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.
21. Notices: Any notices, demands, orders, documents or any other written communication we may forward to you by mail, postage paid, to your address indicated on the Application (or subsequent written notification of a new address which we acknowledge received) shall be deemed to be received by you (3) days after such mailing. You acknowledge that we shall be under no further obligation to locate you for the purpose of forwarding any such notices, demands, orders, documents or any other written communication.
22. Restrictions and Security for Indebtedness: No advantage that is conditional in any way on the existence of the TFSA may be extended to you or any person with whom you do not deal at arm's length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. The TFSA is prohibited from borrowing money or other property for purposes of the TFSA. The TFSA Assets may be pledged or assigned as security for indebtedness in whole or in part in accordance with the provisions of subsection 146.2(4) of the Act.
23. Amendments: We may from time to time, in our sole discretion, amend the terms of the TFSA and this Declaration of Trust, providing that such amendments shall not disqualify the TFSA as a qualifying arrangement within the meaning of Applicable Tax Legislation. We will obtain approval from the necessary provincial and federal authorities if any amendments are made and as required. We will provide you with thirty (30) days' notice of any amendments.
24. Delegation of Duties: Without limiting our responsibility as trustee of the TFSA, we may appoint agents and may delegate to our agents the performance of administrative and any other duties required under the TFSA and Declaration of Trust. We may engage accountants, brokers, lawyers or others for their advice and services and may rely on them for the same. We may pay to any agent or advisor a fee under the provisions of this Declaration of Trust but we will not be liable for any acts, omissions or negligence of any of our agents or advisors so long as we have acted in good faith. We acknowledge that we are ultimately responsible for the administration of the TFSA.
25. Liability of Canadian Western Trust Company: We are not responsible for valuing TFSA Assets that are not publicly traded on a stock exchange recognized within the Applicable Tax Legislation. We, our officers, employees, and agents shall be indemnified by you and the TFSA directly from TFSA Assets against all expenses, liabilities, claims, demands or penalties (other than those for which we are liable under Applicable Tax Legislation) arising out of or in respect of the TFSA and the TFSA Assets. We, our officers, employees, and agents will accept investment instruction made in good faith by you or your authorized agent, dealer, or representative. We will not be liable for any expense, liability, claim, demands, taxes, damages, losses or penalties (other than those for which we are liable under Applicable Tax Legislation) imposed on us or the TFSA as a result of us acting in good faith on your authority or the authority of your authorized agent, dealer or representative. We will not be liable for any Charges incurred in performing our duties under the TFSA, the Declaration of Trust or any additional terms and conditions which may apply to the TFSA under applicable law in connection with any transfers by the TFSA, unless caused by wilful misconduct or gross negligence by us, our officers, employees or agents.

Signature: _____

Status: Registered Doc #: CB41215 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

26. **Indemnification:** You, your heirs, executors, administrators, legal representatives or assigns and each beneficiary under the TFSA will at all times indemnify the trustee, its directors, officers, employees and agents and their respective heirs, executors, administrators, personal representatives, successors, assigns and our agents directly and out of the TFSA Assets for any taxes, interest, penalties or charges levied or imposed on us (other than those for which we are liable under Applicable Tax legislation) in respect of the TFSA, costs incurred in performing our duties under this Declaration of Trust or any losses incurred by the TFSA as a result of any loss or diminution of the TFSA Assets, purchases, sales, or retention of any investments, payments or distributions out of the TFSA made according to these terms and conditions, or acting or declining to act on any instructions given to us, whether by you, a person designated by you or any person purporting to be you or the person designated by you.

27. **Successor Trustee:** We may resign as the trustee of the TFSA and be discharged from all duties and liabilities under this Declaration of Trust by giving thirty (30) days written notice to you. If you do not appoint a successor trustee within ten (10) days of our written notice, we may appoint a successor trustee for the TFSA. Upon our resignation we will provide the successor trustee with all conveyances, transfers and further assurances that may be required to give effect to the appointment of the successor trustee.

28. **Governing law:** The terms of the TFSA will be construed, administered and enforced according to the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia.

29. **Binding:** The terms of this Declaration of Trust will be binding on your heirs, executors, administrators or legal representatives and permitted assigns and our successors and assigns.

X Signature: S Babcock

Status: Registered | Doc #: CB41216 | RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

bc Land Title & Survey

Land Title Act
Mortgage
Part 1 Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
JUN 29 2022 12:13:47.005
CB41216

1. Application

Document Fees: $76.32

Cates Ford Soll & Epp Lawyers & Mediators
#300 - 272 Victoria Street
Kamloops BC V2C 2A2
250-372-1234

File No: 22-4851(4)

2. Description of Land

PID/Plan Number	Legal Description
028-532-554	**LOT 16 SECTION 2 TOWNSHIP 20 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP91909**

3. Borrower(s) (Mortgagor(s))

JAMIE JOHN PATON STEWART SELF-EMPLOYED
1238 ROCKCRESS DRIVE
KAMLOOPS BC V2E 0B4

4. Lender(s) (Mortgagee(s))

0752063 B.C. LTD. BC0752063
C/O #207 - 310 NICOLA STREET
KAMLOOPS BC V2C 2P5

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$302,700.00	**7.50%**	**07/01/2022**
Interest Calculation Period	**Payment Dates**	**First Payment Date**
Monthly, not in advance	**1st day of each month**	**08/01/2022**
Amount of each periodic payment	**Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is**	**Last Payment Date**
$1,891.88	**7.618 % per annum**	**07/01/2023**
Assignment of Rents which the applicant wants registered?	**Place of payment**	**Balance Due Date**
No	**Postal Address In Item 4**	**07/01/2023**

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

Form B (Section 225)
© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

2022 06 26 11:13:31.749

1 of 2 Pages

Status: Registered Doc #: CB41216 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

bc Land Title & Survey

Land Title Act

Mortgage

Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

See Schedule

11. Prior Encumbrances Permitted by Lender

LB455655 Covenant, LB455656 Covenant, LB461110 Statutory Building Scheme, Canadian Western Trust Company Mortgage No. one less than this Instrument

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.

Witnessing Officer Signature	Execution Date	Borrower Signature(s)
Morgan R. Elander **Barrister & Solicitor** #300 - 272 Victoria Street Kamloops BC V2C 2A2	YYYY-MM-DD **2022-06-27**	**Jamie John Paton Stewart**

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Morgan Roy Elander 6FHG35

Digitally signed by Morgan Roy Elander 6FHG35
Date: 2022-06-29 12:10:16 -07:00

© Copyright 2022, Land Title and Survey Authority of BC. All rights reserved.

Status: Registered Doc #: CB41216 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

LAND TITLE ACT
FORM E

SCHEDULE Page 3

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of THREE HUNDRED & TWO THOUSAND, SEVEN HUNDRED DOLLARS ($302,700.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all his interest in and to the land.

(B) Provided this Mortgage to be void on payment of THREE HUNDRED & TWO THOUSAND, SEVEN HUNDRED DOLLARS ($302,700.00) of lawful money of Canada, with interest at SEVEN AND ONE HALF PER CENT (7.5%) per annum, calculated monthly, not in advance, from the 1st day of July, 2022 and payable as well after as before maturity as follows:

> The sum of ONE THOUSAND, EIGHTY HUNDRED & NINETY-ONE DOLLARS and EIGHTY-EIGHT CENTS ($1,891.88) interest only, shall be paid on the 1st day of August, 2022 and the further sums of ONE THOUSAND, EIGHTY HUNDRED & NINETY-ONE DOLLARS and EIGHTY-EIGHT CENTS ($1,891.88) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of July, 2023, and then on the 1st day of July, 2023, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with his interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(E) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

Status: Registered Doc #: CB41216 RCVD: 2022-06-29 RQST: 2026-09-22 17.09.45

LAND TITLE ACT
FORM E

SCHEDULE Page 4

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

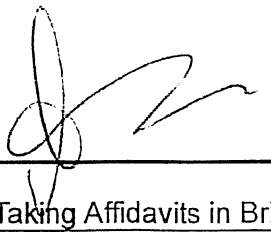
10. ADDITIONAL OR MODIFIED TERMS continued:

(F) The Mortgagor acknowledges that this mortgage is a second charge subject to first mortgage in favour of Canadian Western Trust Company registered under No. one less than this Instrument and the Mortgagor covenants and agrees to save harmless the Mortgagee from any liability under the terms of the said Canadian Western Trust Company mortgage that may occur due to the default of the Mortgagor herein.

It is further understood and agreed that any default under the terms of the said Canadian Western Trust Company mortgage shall be a default under the terms of this mortgage and the Mortgagee or its heirs, assigns or successors may pay to Canadian Western Trust Company the amount of such arrears and any such payment so made shall be added on to the principal amount due and owing under this Indenture and the amount owing hereunder shall become immediately payable by the Mortgagor at the option of the Mortgagee.

END OF DOCUMENT

This is **Exhibit** S referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

TITLE SEARCH PRINT 2026-09-22, 15:51:06
File Reference: 35666 Requestor: Lauren Levinski
Declared Value $1190476

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA7629312
From Title Number	CA7197585
Application Received	2019-07-18
Application Entered	2019-07-22
Title Cancelled	**2025-07-08**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: JAMIE JOHN PATON STEWART, SELF-EMPLOYED
2207 LINFIELD DRIVE
KAMLOOPS, BC
V1S 0B8

Taxation Authority Kamloops Assessment Area
Sun Peaks, Mountain Resort Municipality

Description of Land

Parcel Identifier: 030-462-401
Legal Description:
STRATA LOT 21 BLOCK B DISTRICT LOTS 6331 AND 6417 KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS4715 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

THIS LAND IS SUBJECT TO THE RESORT ASSOCIATIONS ACT AND THE BYLAWS OF SUN PEAKS MOUNTAIN RESORT ASSOCIATION FILED WITH THE REGISTRAR OF COMPANIES

TITLE SEARCH PRINT
File Reference: 35666
Declared Value $1190476

2026-09-22, 15:51:06
Requestor: Lauren Levinski

Charges, Liens and Interests

Nature:	UNDERSURFACE RIGHTS
Registration Number:	KR83486
Registration Date and Time:	2001-09-10 13:54
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	KR83487
Registration Date and Time:	2001-09-10 13:54
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LB296520
Registration Date and Time:	2009-03-30 11:14
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	LB296523
Registration Date and Time:	2009-03-30 11:15
Registered Owner:	SUN PEAKS MOUNTAIN RESORT MUNICIPALITY
Transfer Number:	CA9351065
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	LB328558
Registration Date and Time:	2009-07-31 14:52
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5809339
Registration Date and Time:	2017-02-07 14:47
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5809340
Registration Date and Time:	2017-02-07 14:47
Registered Owner:	TELUS COMMUNICATIONS INC.
Remarks:	INTER ALIA

TITLE SEARCH PRINT

2026-09-22, 15:51:06

File Reference: 35666

Requestor: Lauren Levinski

Declared Value $1190476

Nature:	MORTGAGE
Registration Number:	CA7197672
Registration Date and Time:	2018-11-20 09:27
Registered Owner:	0752063 B.C. LTD. INCORPORATION NO. BC0752063

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7197673
Registration Date and Time:	2018-11-20 09:27
Registered Owner:	0752063 B.C. LTD. INCORPORATION NO. BC0752063

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2025-07-08
Description:	All CB2139584

Status: Registered | Doc #: CA7197672 | RCVD: 2018-11-20 RQST: 2026-09-22 17.09.08

FORM_B_V23

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Nov-20-2018 09:27:52.001

CA7197672 CA7197673

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.

Elmer Vernon Epp 9QMVVP

Digitally signed by Elmer Vernon Epp 9QMVVP
DN: c=CA, cn=Elmer Vernon Epp 9QMVVP, o=Lawyer, ou=Verify ID at www.jurisign.com/LKUP.cfm?id=9QMVVP
Date: 2018.11.20 09:05:41 -08'00'

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

Cates Ford Epp
Barristers and Solicitors
#300 - 125 4th Avenue
Kamloops BC V2C 3N3

Phone: (250) 372-8811
File Ref. No: 18-055(165)

Document Fees: $143.16

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

030-462-401 **STRATA LOT 21 BLOCK B DISTRICT LOTS 6331 AND 6417 KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS4715**

STC? YES ☐

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

KAMPAN DEVELOPMENTS LTD.

1758 Ironwood Lane
Kamloops BC V2H 0A6

Incorporation No
BC0858573

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

0752063 B.C. LTD.

c/o #207 - 310 Nicola Street
Kamloops BC V2C 2P5

Incorporation No.
BC0752063

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$600,000.00	9.0%		18	12	01
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	1st day of each month		19	01	01
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 9.170 % per annum.	(i) Last Payment Date:	19	12	01
$5,000.00					
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number: Pages 9-10, Part 8, Paragraph (2)(i) of Prescribed Standard Mortgage Terms	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	19	12	01

Status: Registered Doc #: CA7197672 RCVD: 2018-11-20 RQST: 2026-09-22 17.09.08

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☐ D F Number:
(c) Express Mortgage Terms ☐ (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:
See Schedule

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)

MATTHEW J. LIVINGSTON
Barrister & Solicitor
300 - 350 Lansdowne Street
Kamloops, BC V2C 1Y1
Telephone: (250) 372-5542

Execution Date		
Y	M	D
18	11	19

Borrower(s) Signature(s)

Kampan Developments Ltd.
by its authorized signatory:

Dan Pan

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.

Status: Registered Doc #: CA7197672 RCVD: 2018-11-20 RQST: 2026-09-22 17.09.08

FORM_D1_V23

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
MATTHEW J. LIVINGSTON Barrister & Solicitor 300 - 350 Lansdowne Street Kamloops, BC V2C 1Y1 Telephone: (250) 372-5542	18	11	19	Dan Pan as Covenantor

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.

Status: Registered Doc #: CA7197672 RCVD: 2018-11-20 RQST: 2026-09-22 17.09.08

LAND TITLE ACT
FORM E

SCHEDULE Page 4

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

10. ADDITIONAL OR MODIFIED TERMS:

(A) Witness that in consideration of the sum of SIX HUNDRED THOUSAND DOLLARS ($600,000.00) of lawful money of Canada now paid by the Mortgagee to the Mortgagor, the receipt of which is hereby acknowledged, the Mortgagor grants and mortgages to the Mortgagee, its heirs, and assigns, forever, all its interest in and to the land.

(B) Provided this Mortgage to be void on payment of SIX HUNDRED THOUSAND DOLLARS ($600,000.00) of lawful money of Canada, with interest at NINE PER CENT (9.0%) per annum, calculated monthly, not in advance, from the 1st day of December, 2018 and payable as well after as before maturity as follows:

> The sum of FIVE THOUSAND DOLLARS ($5,000.00) interest only, shall be paid on the 1st day of January, 2019, and the further sums of FIVE THOUSAND DOLLARS ($5,000.00) interest only, shall be paid on the 1st day of each and every consecutive month thereafter up to and including the 1st day of December, 2019, and then on the 1st day of December, 2019, the full principal balance owing, together with interest due and owing shall be fully paid.

(C) Provided however, that should the Mortgagor sell, assign, hypothecate, or in any way deal with its interest in the within described property, then the entire balance of this mortgage shall become due and payable.

(D) Provided further, the Mortgagor, when not being in default, hereunder, shall have the privilege of prepaying the entire balance of this Mortgage at any time.

(E) The Mortgagor is to provide the Mortgagee with confirmation of fire insurance outlining 0752063 B.C. Ltd. as first loss payable.

(F) In the event that any payment to the Mortgagee shall not be honoured by the Bank, the Mortgagor will then be required to pay an additional $200.00 for each payment returned.

END OF DOCUMENT

BRITISH COLUMBIA | BC Registry Services

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

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

BC Company Summary

For

KAMPAN DEVELOPMENTS LTD.

Date and Time of Search: September 22, 2026 05:32 PM Pacific Time

Currency Date: July 08, 2026

ACTIVE

Incorporation Number: BC0858573

Name of Company: KAMPAN DEVELOPMENTS LTD.

Business Number: 852984269 BC0001

Recognition Date and Time: Incorporated on August 07, 2009 01:19 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: August 07, 2025

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
300 - 350 LANSDOWNE STREET
KAMLOOPS BC V2C 1Y1
CANADA

Delivery Address:
300 - 350 LANSDOWNE STREET
KAMLOOPS BC V2C 1Y1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
300 - 350 LANSDOWNE STREET
KAMLOOPS BC V2C 1Y1
CANADA

Delivery Address:
300 - 350 LANSDOWNE STREET
KAMLOOPS BC V2C 1Y1
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Pan, Dan

Mailing Address:
UNIT 162
7 - 2070 HARVEY AVENUE
KAMLOOPS BC V1Y 8P8
CANADA

Delivery Address:
UNIT 162
7 - 2070 HARVEY AVENUE
KAMLOOPS BC V1Y 8P8
CANADA

OFFICER INFORMATION AS AT August 07, 2025

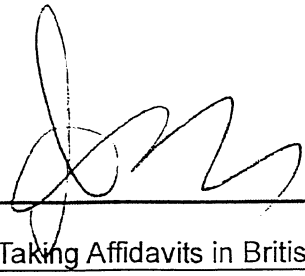
Last Name, First Name, Middle Name:
Pan, Dan

Office(s) Held: (President, Secretary)

Mailing Address:
UNIT 162
7 - 2070 HARVEY AVENUE
KELOWNA BC V1Y 8P8
CANADA

Delivery Address:
UNIT 162
7 - 2070 HARVEY AVENUE
KELOWNA BC V1Y 8P8
CANADA

This is **Exhibit** T referred to in the Affidavit of **DARREN MICHAEL OVINGTON** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

TITLE SEARCH PRINT

2026-09-22, 15:51:07

File Reference: 35666

Requestor: Lauren Levinski

Declared Value $480000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA4507734
From Title Number	CA3802713
Application Received	2015-07-02
Application Entered	2015-07-06
Title Cancelled	**2026-08-17**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: JAMIE JOHN PATON STEWART, MORTGAGE BROKER
2207 LINFIELD DRIVE
KAMLOOPS, BC
V1S 0B8

Taxation Authority Kamloops, City of

Description of Land

Parcel Identifier: 028-117-573

Legal Description:

LOT 20 SECTION 25 TOWNSHIP 19 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP90171

Legal Notations

TO PART FORMER LOT A PLAN 26324 IS ANNEXED EASEMENT KC54395 OVER LOT A PLAN 18669 AND REMAINDER OF DL 453 KDYD

TITLE SEARCH PRINT
File Reference: 35666
Declared Value $480000

2026-09-22, 15:51:07
Requestor: Lauren Levinski

Charges, Liens and Interests

Nature:	UNDERSURFACE RIGHTS
Registration Number:	KC102339
Registration Date and Time:	1989-12-13 16:01
Registered Owner:	D.A. TAYLOR HOLDINGS LTD.,(INC NO 188897)
Remarks:	INTER ALIA DD 77453E ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM AND NATURAL GAS) LYING IN OR UNDER DL 1449 KDYD KNOWN AS THE "LAST CHANCE" MC, DL 1448 KDYD KNOWN AS THE "CHARLOTTE" MC AND DL 1452 KDYD KNOWN AS THE "OCCIDENTAL" MC PART FORMER LANDS AS DESCRIBED IN C/T LB212553

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB310477
Registration Date and Time:	2009-05-22 12:57
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LB360017
Registration Date and Time:	2009-12-23 11:33
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LB360021
Registration Date and Time:	2009-12-23 11:33
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LB360025
Registration Date and Time:	2009-12-23 11:33
Registered Owner:	CITY OF KAMLOOPS
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	LB360027
Registration Date and Time:	2009-12-23 11:34
Remarks:	INTER ALIA

TITLE SEARCH PRINT

2026-09-22, 15:51:07

File Reference: 35666

Requestor: Lauren Levinski

Declared Value $480000

Nature:	MORTGAGE
Registration Number:	CA4507735
Registration Date and Time:	2015-07-02 11:26
Registered Owner:	COMPUTERSHARE TRUST COMPANY OF CANADA INCORPORATION NO. A0052313

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2026-08-17
Description:	All CB2967093

Status: Registered
FORM_B_V20

Doc #: CA4507735

RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Jul-02-2015 11:26:13.002

CA4507735

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.

Kerri Dawn Priddle 7WEXZA

Digitally signed by Kerri Dawn Priddle 7WEXZA
DN: c=CA, cn=Kerri Dawn Priddle 7WEXZA, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=7WEXZA
Date: 2015.07.02 11:20:53 -07'00'

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

Chahal Priddle LLP
A Partnership of Law Corporations
102 635 Victoria Street
Kamloops BC V2C 2B3

Phone: Ext. 209
File Ref. No: 6174
LTO Client No: 11664
Mortgage Ref. # 8643914.1

Document Fees: $78.10

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

028-117-573 **LOT 20 SECTION 25 TOWNSHIP 19 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN KAP90171**

STC? YES ☐

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

JAMIE JOHN PATON STEWART, Mortgage Broker

2207 Linfield Drive
Kamloops BC
V1S 0B8

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

COMPUTERSHARE TRUST COMPANY OF CANADA
C/O MCAP SERVICE CORPORATION
PO Box 351, Stn C.,
Kitchener ON N2G 3Y9

Registration No.
A0052313

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$466,200.00	2.46%		15	07	02
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Semi-annually, not in advance	Semi-Monthly		15	07	17
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 2.48% % per annum.	(i) Last Payment Date:	20	07	02
(j) Assignment of Rents which the applicant wants registered ? YES ☐ NO ☑ If YES, page and paragraph number:	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	20	07	02

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
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 ☑ D F Number: MT100098
(c) Express Mortgage Terms ☐ (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:
See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:
SEE SCHEDULE

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)	Execution Date Y	M	D	Borrower(s) Signature(s)
Kerri D. Priddle Barrister & Solicitor 102 635 Victoria Street Kamloops, BC V2C 2B3	15	06	30	Jamie John Paton Stewart

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.

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

FORM_E_V20

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 7 PAGES

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

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Undersurface Rights No. KC102339
Statutory Right Of Way No. LB310477 in favour of City Of Kamloops
Covenant No. LB360017 in favour of City Of Kamloops
Covenant No. LB360021 in favour of City Of Kamloops
Covenant No. LB360025 in favour of City Of Kamloops
Statutory Building Scheme No. LB360027

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

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 Instrument form.

10. ADDITIONAL OR MODIFIED TERMS:

ADDITIONAL PROVISIONS FOR Fixed Rate Mortgage

1. EFFECT ON STANDARD TERMS:

These Additional Provisions form part of the Mortgage. In the event of any inconsistency or conflict between these Additional Provisions, the Commitment Letter, the Mortgage and the Standard Charge/ Mortgage Terms, the provisions of these documents shall apply in the following order of precedence to resolve the inconsistency or conflict: (i) the Commitment Letter; (ii) the Additional Provisions; (iii) the Mortgage; and (iv) the Standard Charge/Mortgage Terms.

2. CAPITALIZED TERMS:

All capitalized terms used but not otherwise defined in these Additional Provisions have the respective meanings ascribed to such terms in the Standard Charge/ Mortgage Terms.

3. INTEREST RATE:

We will charge you interest on the outstanding balance of your Mortgage at the Interest Rate from the Advance Date to the
Interest Adjustment Date.

Starting on the Interest Adjustment Date, interest at the Interest Rate is compounded semi-annually, not in advance. For this purpose, we calculate interest for each payment period using a factor that is based on the Annual Interest Rate, compounded semi-annually. Interest is payable on the payment frequency selected by you (for example monthly). You promise to pay interest at the Interest Rate in effect at the time and as calculated above, on the outstanding balance of your Mortgage until paid in full.

Compound Interest - If you do not pay interest when it is due, we will add the overdue interest to the outstanding balance of the Mortgage, and charge you interest on the combined amount until it is paid. This is called Compound Interest. We calculate Compound Interest at the current Annual Interest Rate in effect at the time. You promise to pay Compound Interest at the
same frequency as the Regularly Scheduled Payments until the outstanding balance of the Mortgage, and any unpaid interest, is paid in full.

Interest at the Interest Rate will accrue and will be compounded in the same manner and is payable whether before or after default as well as prior to and after the Maturity Date on any Principal Amounts and on any unpaid interest outstanding from time to time. Interest whether before or after default as well as prior to and after the Maturity Date will accrue at the same rate as during the Term.

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

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 Instrument form.

4. REGULARLY SCHEDULED PAYMENTS:

Refer to the Payment Provisions in the Registered Mortgage.

Any prepayments made by you will not affect your Regularly Scheduled Payments but will shorten your Amortization Period and will change the composition of interest and Principal in your Regularly Scheduled Payments.

5. PREPAYMENT PROVISIONS:

The following Prepayment Provisions are available to you each year of the Term of the Mortgage (i.e. during the 12 month period starting from the Interest Adjustment Date, and starting from each anniversary of the Interest Adjustment Date thereafter), provided you are not in default:

a) Increased Payment: Once per year, you may increase the amount of the Regularly Scheduled Payment up to a maximum of 20%. The maximum for each payment increase is calculated using the amount of the current Regularly Scheduled Payment in effect at the time.
b) Lump Sum Payment: You may make lump sum prepayments of $100 or more on any Regularly Scheduled Payment date, provided the total of these prepayments made throughout the year does not exceed 20% of the original Principal Amount.

If all or any portion of these privileges are not used in a particular year, they cannot be carried forward and used in a future year.

6. EARLY PAYOUT PROVISIONS:

During the first 3 years of the Term:

You may payout the entire outstanding balance of the Mortgage prior to the Maturity Date.
If you exercise this option, a Reinvestment Fee and an Early Payout Penalty will apply.

In subsequent years of the Term (i.e. on or after the 3rd anniversary of the Interest Adjustment Date):
You may payout the entire outstanding balance of the Mortgage, at any time.
If you exercise this option, a Reinvestment Fee does not apply but an Early Payout Penalty will apply.

Reinvestment Fee:

The Reinvestment Fee is $500 in the first year of the Term, $400 in the second year, and $300 in the third year. There is no
Reinvestment Fee in subsequent years of the Term.

Early Payout Penalty:

The Early Payout Penalty within the first 5 years of the Term is equal to the greater of 3 months simple interest or the Interest

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

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 Instrument form.

Rate Differential Amount:
3 months simple interest. This is calculated by applying your current Interest Rate being charged on your Mortgage to the outstanding Principal balance of your Mortgage, for a 3 month period.
Interest Rate Differential Amount. This is calculated by applying the difference between:
a. the Interest Rate being charged on your Mortgage, and
b. the current best rate in effect at the time, being charged by us on a loan with a term that is closest to the remaining term of your Mortgage.

This rate difference (between a and b) is then applied to the outstanding principal balance of your Mortgage, for the remaining term of your Mortgage.

If your Term is greater than 5 years, during the 6th year or any subsequent year of the Term, the Early Payout Penalty is equal to the 3 months simple interest cost.

If you request an Early Payout, you cannot exercise the lump sum and/or increased payment privileges (outlined in section 5a and 5b of this document), until the Payout Statement expires. The calculation of the Early Payout Penalty will be based on the outstanding Principal balance of your Mortgage.

7. CONVERTIBILITY:

This Mortgage is not convertible.

8. RENEWAL:

The outstanding balance of the Mortgage is due and payable on the Maturity Date; however, we may offer to renew it prior to the Maturity Date. If we have sent you a Renewal Agreement (in advance of the Maturity Date), and:

i. If you accept the Renewal Agreement:
All the features and benefits of the existing Mortgage are amended upon renewal, and you will adopt the features and benefits of the new Mortgage.
ii. If you fail to either accept or decline the Renewal Agreement, and do not pay out the Mortgage on the Maturity Date:
a. The Mortgage will automatically renew into a 6 Month Convertible closed term Mortgage on the Maturity Date.
b. The renewed 6 Month Convertible closed term Mortgage will provide you with the option to subsequently convert it to a longer closed term, fixed rate Mortgage without penalty, at any time during the renewal term.
c. If you choose to pay out the outstanding balance of your 6 Month Convertible Mortgage during the renewal term, you will be subject to the Early Payout Penalty (which is the greater of the Interest Rate Differential Amount or Three Months Interest Cost), plus a Reinvestment Fee.

You may not renew your Mortgage prior to the end of your Term. However, if you wish to switch to a new Term prior to the
Maturity Date, you can do so upon payment of any penalties or fees associated with Early Payouts.

Status: Registered Doc #: CA4507735 RCVD: 2015-07-02 RQST: 2026-09-22 17.00.27

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 Instrument form.

9. ASSUMABILITY:

This Mortgage is assumable subject to MCAP's consent. For details, refer to the Standard Charge/ Mortgage Terms.

10. PORTABILITY:

This Mortgage is portable subject to MCAP's consent. For details, refer to the Standard Charge/ Mortgage Terms.

11. SKIP-A-PAYMENT:

This Mortgage permits skip-a-payment subject to MCAP's consent. For details, refer to Standard Charge/ Mortgage Terms.

12. ASSIGNMENT BY MCAP:

Without the consent of, and without notice to, the Borrowers and Guarantors, and without affecting the Obligations of the Borrowers and Guarantors under this Mortgage, MCAP may assign, transfer, sell, pledge or convey this Commitment Letter (prior to and after any Advances), this Mortgage, or any portion of this Mortgage to any third party ("Third Party") in relation to a sale, securitization, financing, pledging or security arrangement. The Borrowers and Guarantors agree, and for this purpose grant MCAP an irrevocable power of attorney coupled with an interest, to execute and register in any applicable land titles or registry office any and all documentation, notices and agreements required to evidence or perfect any assignment, transfer, sale, pledge, conveyance or security arrangement pursuant to this Section. On any notice of an assignment, transfer, sale, pledge, conveyance or security arrangement pursuant to this Section from MCAP or from a Third Party (as consented to by MCAP), the Borrowers and Guarantors shall make all payments due under this Mortgage to such Third Party as mortgagee hereunder.

This is Exhibit "D" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 27th day of October 2026.

A Commissioner for taking Affidavits within British Columbia



This is the 1st affidavit of
Gary Wayne Mirtle in this case and
it was made on September 22, 2026

Court File No. 148504
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and

STEWART MORTGAGE CORP.

DEFENDANTS

AFFIDAVIT

I, Gary Wayne Mirtle, retiree, of 232 Chancellor Drive, in the City of Kamloops, in the Province of British Columbia, AFFIRM THAT:

1. I am a director of the plaintiff, Kam-Mic Investment Corp. ("**Kam-MIC**"), and as such I have personal knowledge of the matters deposed to in this affidavit, except where stated to be based on information and belief, and where so stated, I believe them to be true.

2. I make this affidavit in support of Kam-MIC's application, made without notice to the defendants, for a *Mareva* injunction freezing the assets of the defendants, Jamie John Paton Stewart and Stewart Mortgage Corp. ("**SMC**"); for orders requiring the defendants to disclose their assets and to account for Kam-MIC's loans; for orders requiring the defendants' financial institutions to produce records that will let Kam-MIC trace its money; for an order preserving the defendants' records; and for the other orders set out in the notice of application.

3. On or about August 28, 2026, Darren Ovington, another director of Kam-MIC's, showed me a "Letter of Agreement" from TD dated May 28, 2026. The document appears to be an agreement between TD and Kam-MIC with respect to Kam-MIC's

operating loan (the "**TD LOC Agreement**"). Attached hereto and marked as **Exhibit "A"** is a copy of the TD LOC Agreement.

4. The acceptance page of the TD LOC Agreement bears two signatures on behalf of Kam-MIC. The first signature is Mr. Stewart's and is dated August 17, 2026.

5. The second signature is dated August 24, 2026 and appears above the printed name and title "Gary Mirtle – Director". It looked like my signature.

6. I did not sign the TD LOC Agreement. I had never seen this document before and was never asked to sign it.

7. I believe Mr. Stewart forged my signature using another document I signed in the past, perhaps a corporate resolution, which is primarily the kind of Kam-MIC documents that I sign. I had not signed anything for Kam-MIC for about a year.

8. I make this affidavit in support of Kam-MIC's application and for no improper purpose.

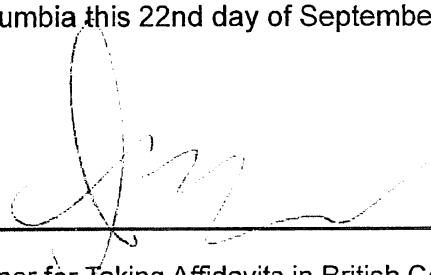
AFFIRMED BEFORE ME at the City of Kelowna, in the Province of British Columbia, on this 12nd day of September, 2026.

A Commissioner for Taking Affidavits for the Province of British Columbia

Ann Zhu
Barrister & Solicitor
#200-591 Bernard Avenue
Kelowna, BC V1Y 6N9

GARY MIRTLE

This is **Exhibit "A"** referred to in the Affidavit of **GARY MIRTLE** affirmed before me at Kelowna in the Province of British Columbia this 22nd day of September, 2026.



A Commissioner for Taking Affidavits in British Columbia.

May 28, 2026

LETTER OF AGREEMENT

The Toronto-Dominion Bank (the "Bank") is pleased to offer the following credit facilities (individually the "Facility" and collectively the "Facilities") subject to the terms and conditions set forth below and in the attached Schedule(s) (collectively the "Agreement").

Borrower	KAM-MIC INVESTMENT CORP 310 NICOLA ST UNIT 207, KAMLOOPS, BC, V2C 2P5 (individually or collectively referred to herein as the "Borrower")

CREDIT FACILITIES

FACILITY 1	**OPERATING LOAN**
Available To:	KAM-MIC INVESTMENT CORP
Purpose:	Fund mortgage investments
Credit Limit:	CAD$2,000,000.00 but never to exceed the Borrowing Limit.
Borrowing Options:	Advances are available at the Borrower's option by way of: . Prime Rate Based Loans in CAD bearing interest at Prime Rate +1.250% per annum Borrowing options are subject to the additional fees and charges set out in this Agreement and any other agreement which includes additional terms and conditions agreed to by the Borrower.
Tenor:	Uncommitted and made available at the Bank's discretion, repayable on demand and cancellable at any time. This Facility is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or covenants set out herein. The breach of a term or condition is not a precondition to the Bank's right to accelerate repayment and cancel the availability of this Facility at its sole discretion.
Administration Fee:	CAD$175.00 payable Monthly.
Limit Excess Fee:	CAD$500.00 payable for excess monitoring requirements each time that the Credit Limit is exceeded, with any extension of credit above the Credit Limit being at the Bank's sole and absolute discretion.
Drawdown:	As required. Notice periods, minimum draw amounts and other drawdown provisions are set out in the Schedule "A" attached hereto. Drawdown is subject to the Disbursement Conditions set out herein.

Access to Credit: Credit under this Operating Loan is accessed by requesting a drawdown by way of an available Borrowing Option. Upon satisfaction of any Drawdown terms and Disbursement Conditions funds shall be deposited into the Current Account.

Prime Rate Based Loans hereunder are accessed via one of the following, as determined by the Bank:

Business Credit Service loan ("BCRS") by withdrawing funds from the Current Account. Each BCRS advance will be in an amount equal to $5,000.00 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, each advance from the BCRS may be in an amount sufficient to cover the debits made to the Current Account. Upon programming of BCRS, all other overdraft privileges on the Current Account are cancelled, and all outstanding overdraft amounts under any other agreements are included in indebtedness under this Agreement.
The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the BCRS to the Current Account in order to cover the debits made to the Current Account if the amount in the Current Account is insufficient to cover the debits. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the BCRS.

Repayment: On Demand.

BORROWING LIMIT

For Facility:	Borrowing Limit
All	Amounts outstanding under Facility #1 will at all times be the lesser of: i) CAD $ 2,000,000.00 and, ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas: Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages. No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value. Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA. For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value. Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population). Maximum of 2 mortgages per borrower are eligible for margin. Mortgage amortization up to 30 years is acceptable.

INTEREST PAYMENTS

For all Facilities, interest payments, interest periods, contract maturity, interest payment dates and other related information are set out in Schedule "A" attached hereto unless otherwise stated in this Letter Agreement, Rate and Payment Terms Notices, or other notices delivered by the Bank to the Borrower in respect of a specific drawdown. Information on interest rate and fee definitions and interest rate calculations are set out in the Schedule "A" attached hereto.

FEES

In addition to any fees applicable to each Facility as described above, the Borrower will pay the following:

Late Reporting: CAD$750.00 payable each time reporting is not provided within the timelines established in the Reporting Covenants, and payable Monthly thereafter until reporting is provided to the Bank.

Renewal: CAD$3,000.00 payable Annually by KAM-MIC INVESTMENT CORP upon completion of credit review.

SECURITY

The following security shall be provided and, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, credit cards, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form(s), supported by resolutions (where applicable) and solicitor's opinion, all in a form acceptable to the Bank:

- General Security Agreement ("GSA") from KAM-MIC INVESTMENT CORP representing a 1st charge on all its present and after acquired personal property.
- General Hypothecation of Collaterals from KAM-MIC INVESTMENT CORP.

All persons and entities required to provide a guarantee or suretyship shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees, along with any further security and guarantees as may be required by the Bank in the future, shall be referred to collectively in this Agreement as "Bank Security".

GENERAL COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors (Borrower, subsidiaries and Guarantors collectively known as the "Obligors") will, observe the Standard Positive Covenants and Standard Negative Covenants set out in Schedule "A" and the following Reporting, Financial, Positive and Negative Covenants.

Reporting Covenants

The Obligors will:

#	For Facility:	Covenant:
1	All	Annual Review Engagement financial statements for Kam-mic Investment Corp. within 120 calendar days of fiscal year end.

2	All	Provide the Bank with a monthly breakdown of the mortgage portfolio in a format specified by the Bank, within 15 days of the following month, complete with compliance certificate executed by the Borrower's senior officer. Compliance certificate is to be signed off stating that all mortgages listed are valid charges and have not been assigned to any other party. Mortgage listings to include but is not limited to the following components: Borrower name Property type and location Property address Property legal description Land Titles registration number for MIC mortgage Purchase price Appraised value Priority of charge Details of any prior encumbrances Outstanding principal balance of mortgage Current value Loan to value including prior encumbrances (if any) Term start & maturity date Payment amount and frequency Interest rate # Days payments are in arrears
3	All	Renewal is subject to an annual audit and review of 10% of the mortgage files and a minimum of 20% of the eligible outstanding amount of the portfolio (Minimum 5 files). Review to include audit of security documents, credit granting & underwriting practices, and supporting documentation including (but not limited to) the following: - Land Title Registered Mortgage - Appraisal Note: Appraisal to be current (less than 6 months old) and prepared by CRA/AACI, acceptable to the Bank. - Evidence of Fire Insurance showing Borrower as Loss Payee - State of Title Certificate - Solicitor's Final Opinion - Confirmation of prior charges (if any) - Credit Report - Evidence of payment of Property Taxes

Financial Covenants

The Obligors will:

#	For Facility:	Covenant:
1	All	Amounts outstanding under Facility #1 will at all times be the lesser of: i) CAD $ 2,000,000.00 and, ii) 75% of qualified residential first mortgages, plus 65% of qualified first and second position "interest only" mortgages on residential properties net of any mortgages which are 60 days or more in arrears. Whereas: Residential mortgages defined as single family homes, condominiums, townhomes, and apartment buildings. No value will be given for mortgages on mobile homes, house under construction, commercial and industrial properties, serviced or unserviced, bare land, recreational property or shared mortgages. No value will be given to residential first mortgages beyond $550,000 or if a mortgage exceeds 75% of appraised value, or to a second mortgage beyond $200,000 or if a total of first and second mortgage exceeds 75% of appraised value.

		Mortgages to a maximum of $75,000 will be permitted without an appraisal provided total encumbrances do not exceed 50% of the current BCAA. For asset valuation purposes, value is only to be given for the first 25 acres of property mortgaged. Appraisals on all future properties are to identify this value. Qualifying location of mortgaged properties to be in areas approved for TD Canada Trust conventional residential mortgages. Properties located in an area with a population of a minimum of 5,000 or within 100km of an Urban Centre (30,000 population). Maximum of 2 mortgages per borrower are eligible for margin. Mortgage amortization up to 30 years is acceptable.
2	All	Maximum Total Debt to Tangible Net Worth not to exceed 0.50:1.00. Whereas: Total Debt is defined as all liabilities of the Borrower excluding postponed shareholder's loans. Tangible Net Worth is defined as retained earnings plus share capital plus postponed shareholder's loans less loans/ investments to other parties (excluding mortgage receivables) and intangibles.
3	All	Maintain an Interest Coverage Ratio of not less than 3:1, tested annually based on accountant prepared financials of the Borrower. Interest Coverage ratio is calculated as: (Earnings before Interest and Income Taxes) / (Interest)

Positive Covenants

The Obligors will:

#	For Facility:	Covenant:
1	All	Any mortgages that are at variance must be confirmed in writing, any variance requests are subject to a review fee of $200.
2	All	Lodged mortgages are to be supported by their security, credit granting/underwriting practices and supporting due diligence documentation including: Copy of Land Title registered mortgage. Appraisal (Canadian Residential Appraiser (CRA)/AACI required for commercial properties). Evidence of fire insurance showing Borrower as Loss Payee. Solicitor's Final report. Property Tax Certificate or Confirmation that property taxes are current. Clean Environmental report from qualified consultant (as required). Credit Bureau Report. Confirmation of Prior Encumbrances.
3	All	Bank to conduct quarterly randomly selected title searches on 10% of the eligible qualified mortgages. Search will be for a minimum of 3 files, and take place based on the quarter-end reports of November, February, May, and August. All expenses incurred in performing these searches will be charged to the Borrower.

Negative Covenants

The Obligors will not:

#	For Facility:	Covenant:
1	All	Mortgages are not to be assigned to any other party.
2	All	Borrower is not to incur additional third party debt without prior written consent of the Bank.
3	All	The Borrower will not make distributions to shareholders or redeem shares without prior written consent of the Bank. This is to be gated by the Borrower being onside of their Debt to Tangible Net Worth and Interest Coverage financial covenants based on annual financial statements.

Permitted Liens

Permitted Liens as referred to in the Standard Negative Covenants set out in Schedule "A" are:

#	Covenant:
1	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

REPRESENTATIONS AND WARRANTIES

All representations and warranties in this Agreement shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

GOVERNING LAW

This Agreement and the Bank Security, unless otherwise stated therein, shall be governed by and construed in accordance with the laws of and the laws of Canada applicable therein.

PRIVACY

You agree that the Bank (which includes The Toronto-Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy and you agree to the Application of Privacy Policy to Related Parties in Schedule "A". You can find our Privacy Policy online at td.com/privacy.

SCHEDULES TO THIS AGREEMENT

Schedule "A" Sets out the Standard Terms and Conditions which apply to the Facilities, unless this Letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

ACCEPTANCE

We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the attached Schedules), please do so by signing and returning the attached duplicate copy of this Agreement to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **July 31, 2026**.

Yours truly,

THE TORONTO-DOMINION BANK

Samantha Hoogstins — Samantha Hoogstins, Account Manager — June 1, 2026

Signature — Print Name & Position — Date

Signature	Sterling Raven, Manager Commercial Services	June 2, 2026
Signature	Print Name & Position	Date

TO THE TORONTO-DOMINION BANK:

KAM-MIC INVESTMENT CORP

The Borrower acknowledges and agrees to the terms and conditions of this Agreement, including the Schedules attached hereto. The following persons have the power to bind the Borrower. The Borrower confirms that, except as provided above, the credit facility provided herein will not be used by or on behalf of any third party.

Signature	Jamie Stewart - Managing Director	August 17, 2026
Signature	Print Name & Position	Date
Signature	Gary Mirtle - Director	August 24, 2026
Signature	Print Name & Position	Date

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

A Term CORRA rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty-five (365).

A Term SOFR rate expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such determined rate multiplied by the number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360).

Interest rates will never be less than zero. If Prime Rate, U.S. Prime Rate, Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, Term SOFR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a loan with an interest rate based on Daily Compounded CORRA, Term CORRA, Daily Simple SOFR, or Term SOFR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing negative interest rate floor shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction that interest rates shall never be less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other benchmark prior to its discontinuance or unavailability. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Prime Rate, U.S. Prime Rate, USBR, Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate and any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain Term CORRA, Daily Compounded CORRA Daily Simple SOFR, Term SOFR or any other benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans, USBR Loans and U.S. Prime Rate Based Loans is calculated daily (including February 29 in a leap year), compounded for Prime Based Loans, and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower. Interest is charged on February 29 in a leap year.

Interest on Daily Compounded CORRA Loans and Daily Simple SOFR Loans is calculated daily (including February 29 in a leap year) and payable in arrears on the interest payment dates set out in the notice delivered by the Bank to the Borrower based on the number of days the subject loan is outstanding. Interest is charged on February 29 in a leap year.

Interest on Term CORRA Loans and Term SOFR Loans is calculated and payable in arrears at the end of the interest period set out in the notice delivered by the Bank to the Borrower for the number of days in the Term SOFR or Term CORRA interest period, as applicable. Interest is charged on February 29 in a leap year.

Unless otherwise agreed to by the Bank, interest rate periods for Term CORRA Loans are 1 and 3 months and interest rate periods for Term SOFR Loans are 1, 3 and 6 months. Unless otherwise agreed to by the Bank, interest rate periods for Term CORA Loans and Term SOFR Loans must be the same as the applicable interest rate selected.

Interest on Fixed Rate Term Loans is compounded monthly, except for Fixed Rate Term Loans advanced under a Mortgage Loan Facility where interest is compounded semi-annually, and is payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate 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 be so prohibited by applicable law or so result in a receipt by the Bank of interest at a criminal rate, such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

3. DRAWDOWN PROVISIONS

Fixed Rate Term Loans

There is no minimum amount of drawdown for Fixed Rate Term Loans, except as stated in this Agreement. The Borrower shall provide the Bank with at least three (3) Business Days' notice of a requested drawdown and will advise the Bank of its selection of drawdown options from those made available by the Bank. At least ten (10) Business Days prior to each Rate Term Maturity, the Borrower shall provide the Bank with notice of its selection of the new Rate Term for the Fixed Rate Term Loan. The Bank will, after each drawdown, send a Rate and Payments Terms Notice or other notice to the Borrower.

Prime Rate Based, U.S Prime Rate Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Rate Based Loans, U.S. Prime Rate Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Prime Rate Based Loan, U.S. Prime Rate Based Loan or USBR Loan over $1,000,000.

Term CORRA Loans and Daily Compounded CORRA Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term CORRA Loan or a Daily Compounded CORRA Loan is CAD$1,000,000. The Borrower shall provide the Bank with three (3) Business Days' notice of a requested Term CORRA Loan or Daily Compounded CORRA Loan. The Borrower shall advise the Bank of the requested Term CORRA Loan and Daily Compounded CORRA Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term of a Term CORRA Loan or Daily Compounded CORRA Loan or exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

Term SOFR Loans and Daily Simple SOFR Loans

Except as otherwise stated in this Agreement or agreed to by the Bank, the minimum amount of a drawdown by way of a Term SOFR Loan or a Daily Simple SOFR Loan is USD$1,000,000. The Borrower will provide the Bank with three (3) Business Days' notice of a requested Term SOFR Loan or Daily Simple SOFR Loan. The Borrower shall advise the Bank of the requested Term SOFR Loan or Daily Simple SOFR Loan contract maturity, interest period and interest payment dates, as applicable, from those made available by the Bank. In no event shall the term or interest period of a Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable.

CORRA and SOFR Loans - Repayment, Roll Over, Conversion Notice

At least ten (10) days prior to the contract maturity and at least three (3) days prior to the last day of the interest period for a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, the Borrower will advise the Bank of its election to repay the loan in full; roll over the loan by electing to continue such loan for an additional interest period for the same tenor as the initial period, and thereafter, each successive period, (subject to availability hereunder); or convert the loan to another interest rate type and term available under this Letter Agreement. In no event shall the term of any Term CORRA Loan, Daily Compounded CORRA Loan,

Term SOFR Loan or Daily Simple SOFR Loan exceed the Contractual Term Maturity Date or Maturity Date, as applicable. The Bank will, after each drawdown or election hereunder with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan, send a Rate and Payment Terms Notice or other noticed delivered by the Bank to the Borrower.

LCs, GTF DLCs and GTF SBLCs

The Bank shall have the discretion to restrict the maturity date of LCs, GTF DLCs and GTF SBLCs.

SOFR and CORRA - Conversion

Any portion of any Term CORRA Loan or Daily Compounded CORRA Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term CORRA Loan or the Daily Compounded CORRA Loan. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

Any portion of any Term SOFR Loan or Daily Simple SOFR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a USBR Loan effective as of the last day in the interest period or on the interest payment date, as applicable, of the Term SOFR Loan or the Daily Simple SOFR Loan. The Bank may charge interest on the amount of the USBR Loan at the rate of 115% of the rate applicable to USBR Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to USBR Loans.

SOFR and CORRA - Market Disruption, Benchmark Cessation

If the Bank determines, in its sole discretion, that (i) a normal market in Canada for the making of any or all tenors of Term CORRA Loans or Term SOFR Loans, or for the making of Daily Compounded CORRA Loans, Daily Simple SOFR Loans or any other loan other than Prime Rate Based Loans, U.S. Prime Rate Based Loans, USBR Loans does not exist, (ii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, US Prime Rate and USBR cannot be determined in accordance with the definition thereof on any given day, (iii) Term CORRA, Daily Compounded CORRA, Daily Simple SOFR, Term SOFR or any other base rate other than Prime Rate, U.S. Prime Rate and USBR for any requested interest period with respect to a proposed loan does not adequately and fairly reflect the cost to the Bank of making and maintaining such loan, or (iv) a Benchmark Replacement Date has occurred with respect to a benchmark rate any right of the Borrower to request a drawdown (including any rollover or conversion) under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any such drawdown (including any rollover or conversion) request during the suspension period for (i) Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount, or (ii) Term SOFR Loans or Daily Simple SOFR Loans, as applicable, shall be deemed to be a drawdown notice requesting a USBR Loan in an equivalent amount.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under any uncommitted Facility hereunder to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under any uncommitted Facility hereunder even if the drawdown results in amounts outstanding in excess of the Credit Limit.

4. PREPAYMENT

Fixed Rate Term Loans

(a) **10% Prepayment Option Chosen.**

Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.

Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and ii)

the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the Rate Term Maturity, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

(b) 10% Prepayment Option Not Chosen.

The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:

i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and

ii) the Yield Maintenance, being the difference between:

a. the current outstanding principal balance of the Fixed Rate Term Loan; and

b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the Rate Term Maturity, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term Maturity when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Term CORRA Loans and Term SOFR Loans

The Borrower may prepay the whole or any part the principal outstanding under a Term CORRA Loan or Term SOFR Loan at any time upon payment of all interest accrued to the date of the prepayment, all costs to the Bank in unwinding the Term CORRA Loan or Term SOFR Loan and any loss suffered by the Bank in re-employing the amounts so repaid.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, other than Daily Compounded CORRA Loans and Daily Simple SOFR Loans, at any time upon payment of all accrued interest to the date of the prepayment without the payment of prepayment charges.

The Borrower may prepay the whole or any part of the principal outstanding under a Daily Compounded CORRA Loan and Daily Simple SOFR Loan at any time upon payment of all accrued interest to the date of the prepayment, all costs to the Bank of unwinding the Daily Compounded CORRA Loan or Daily Simple SOFR Loan and any loss suffered by the Bank in re-employing amounts so repaid.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns or make any loan or advance hereunder at any time is subject to the following conditions precedent:

a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank: i)

A copy of this Agreement duly executed by the Borrower;

ii) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement; iii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement; iv) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder; v) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder; vi) All operation of account documentation; and vii) For drawdowns under a Facility by way of GTF LC, the Bank's standard GTF Documents applicable to the GTF LC being issued. b) The representations and warranties contained in this Agreement are correct.

c) There has not been prior to any drawdown, any change in any information, statements, representations, or warranties made or furnished to the Bank by or on behalf of the Borrower which cannot be or is not rectified by the Borrower to the Bank's satisfaction within ten (10) days after written notification thereof by the Bank to the Borrower.

d) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.

e) The Bank has received the Setup Fee payable hereunder (if any) and any other fee payable hereunder prior to any drawdown and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.

b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.

c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.

d) There are no actions, suits, or proceedings, including appeals or applications for review, or any knowledge of pending or threatened actions, suits, or proceedings against the Borrower, any of the Borrower's subsidiaries, any Guarantor, or any real property mortgaged under the Bank Security which would result in a Material Adverse Change.

e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises, and the certified rent roll delivered to the Bank, if applicable, presents an accurate description of all matters set out therein.

g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and worker's compensation dues are currently paid and up to date.

h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions, and other encumbrances, save and except for those approved by the Bank in writing.

i) The entering into and performance of its obligations set out herein does not result in the creation of any lien, charge, security, interest or other encumbrance (except to the Bank) upon any of its assets pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which it is a party or by which it or its assets may be bound.

j) No approval, consent or withholding of objection is required from any government or any regulatory authority, agency, commission or board or any court or, without limitation to the foregoing, any other law, regulation or rule-making entity or any person acting or purporting to act under the authority of any of the foregoing with respect to the entering into and performance by it of its obligations set out herein, or, if such approval is required, it has been obtained.

k) All information that the Borrower has provided to the Bank is accurate and complete, including, without limitation, where applicable: i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners; ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and iii) the Borrower's ownership, control, and structure.

No representation or warranty or other statement made by the Bank concerning this Agreement shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

a) Pay all amounts of principal, interest, fees and expenses on the dates, times and place specified herein, under the Rate and Payment Terms Notice or other notice provided by the Bank to the Borrower, and under any other agreement between the Bank and the Borrower.

b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.

c) Advise promptly after the happening of any event which may result in a Material Adverse Change or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.

e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of, and all other security granted by the Borrower.

f) Pay all taxes, assessments, and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.

g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(k).

h) Maintain property, plant and equipment in good repair and working condition.

i) Provide notification if a tenant or tenants generating, in aggregate, a significant amount of gross rental income from any real property mortgaged under the Bank Security, defaults or default under its or their lease(s).

j) Provide copies of leases, offers to lease, licences and offers to license executed after any drawdown, to the Bank upon request. All such leasing and licensing shall be undertaken in accordance with prudent business practices.

k) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, property, assets, reputation or prospects of the Borrower, any of the Borrower's subsidiaries and any of the Guarantors or may result in a Material Adverse Change.

l) Provide such additional security, guarantees and other agreements and documentation as may be required from time to time by the Bank or its solicitors.

m) Continue to carry on the business currently being carried on by the Borrower, its subsidiaries and each of the Guarantors at the date hereof.

n) Maintain adequate insurance on all of its assets, undertakings, and business risks.

o) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.

p) Comply with all applicable laws and regulations.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its real or personal property, assets or undertakings, now owned or hereafter acquired, including, without limitation, any real property mortgaged under the Bank Security, and any leases on any real property mortgaged under the Bank Security and the income derived therefrom, except for those Permitted Liens, if any, set out in the Letter.

b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.

c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.

d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired real property, personal property and other assets (including, without limitation, securities and indebtedness of subsidiaries, receivables and leasehold interests) or permit a change in the legal or beneficial ownership of any real property mortgaged under the Bank Security or any other assets forming part of the Bank Security or parts thereof or interests therein, except for inventory disposed of in the ordinary course of business.

e) Terminate or enter into a surrender of any lease of any real property mortgaged under the Bank Security.

f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.

g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, including without limitation, the ownership and operation of any real property mortgaged under the Bank Security, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, emission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed Facility hereunder and cancel any undrawn portion of any committed Facility hereunder, at any time after the occurrence of any one of the following Events of Default:

a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.

b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.

c) If any representation or warranty made or information provided by any Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by such Guarantor, is false or misleading at any time.

d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.

e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.

f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.

g) If action is taken against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of or enforce proceedings against any real or personal property and assets of the Borrower, any of its subsidiaries, or any of the Guarantors, including without limitation any real property mortgaged under the Bank Security.

h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.

i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.

j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank s subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.

k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.

l) If, in the Bank's determination, a Material Adverse Change occurs.

m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

n) If any encumbrance or construction lien is registered upon any real property mortgaged under the Bank Security and is not discharged within ten (10) days after being registered.

o) If a writ of execution, distress, attachment or similar process is issued or levied against all or a substantial portion of any property (including, without limitation, any real property mortgaged under the Bank Security) or other assets of the Borrower, the Borrower s subsidiaries or any Guarantor which might result in a Material Adverse Change to the Borrower, the Borrower s subsidiaries or any Guarantor, unless such writ or process is withdrawn, released, vacated or stayed within thirty (30) days, or a judgment or order shall be rendered against the Borrower, the Borrower s subsidiaries or any Guarantor by a court of competent jurisdiction with respect to such

default and such judgment or order shall not be satisfied in accordance with its terms and shall continue unstayed and in effect for thirty (30) days.

p) If any part of any real property mortgaged under the Bank Security is condemned or expropriated, provided that in respect of any expropriation, only if such expropriation gives rise to proceeds of expropriation in excess of 20% of the appraised value of such real property mortgaged under the Bank Security established as of the date hereof or if such expropriation materially impairs (A) the value of any real property mortgaged under the Bank Security or in any Bank Security or other security delivered to the Bank in connection with this Agreement or (B) the ability of the Borrower to fulfill its obligations under this Agreement.

q) If any part of any real property mortgaged under the Bank Security becomes subject to a condominium regime or any form of multiple ownership or governance.

r) If at any time during the currency of this Agreement, the Bank is of the opinion, acting reasonably, that any real property mortgaged under the Bank Security is not being managed, in all respects, in a satisfactory manner, and the Borrower has not improved the management of such real property to the Bank's satisfaction within thirty (30) days from the date of receiving notice from the Bank (or earlier if the Bank, in its sole discretion, believes prejudice to the Bank or impairment of the Bank Security could result from the current management practices).

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured Term CORRA Loans, Daily Compounded CORRA Loans, Term SOFR Loans and Daily Simple SOFR Loans and the amount of all drawn and undrawn LCs and GTF LCs. All cost to the Bank of unwinding Term CORRA Loans and Term SOFR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under any uncommitted Facility hereunder and cancel any undrawn portion of any uncommitted Facility hereunder, at any time whether or not an Event of Default has occurred.

12. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

13. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

14. CHANGING THE AGREEMENT

a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to any uncommitted Facility hereunder, including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.

b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.

c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit or Borrowing Limit, as applicable.

15. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,

iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

16. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement, including, for greater certainty, if any amounts are not advanced under this Agreement by reason of the failure of the Borrower to satisfy the Disbursement Conditions. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Bank Act, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum. The Bank shall be entitled and is hereby authorized to deduct from the amount available under any Facility, all costs and expenses payable under this Agreement.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or it's agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Rate Based Loan.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

17. NON-WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

18. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

19. ENTIRE AGREEMENT

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the Facilities (excluding the Ancillary Facilities). Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, Rate and Payment Term notices issued hereunder, and other notices provided by the Bank to the Borrower in connection with the Facilities and the GTF Documents, if applicable, are the entire agreements relating to the Facilities (excluding the Ancillary Facilities) described in this Agreement.

20. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan, LCs, GTF DLCs or GTF SBLCs made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

21. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant and other professional advisors, to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the accountant and other professional advisors may communicate directly with each other.

22. GENERAL INDEMNITY

The Borrower agrees to indemnify the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from and against any and all claims, losses, liabilities, damages and expenses (including legal and audit expenses) arising or resulting from the indebtedness under this Agreement, this Agreement or in connection with the Bank Security or any breach by the Borrower of any representation, warranty, or covenant under this Agreement or the Bank Security. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

23. CURRENCY INDEMNITY

USD loans must be repaid with USD and CAD loans must be repaid with CAD and, notwithstanding the generality of Section 22, the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise.

24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX Contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

26. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

27. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

28. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to, without restriction and without notice to or further consent of the Borrower, obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, financial institutions, assignee or purchaser or all or any part of the Facilities herein, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

29. MISCELLANEOUS

i) The Borrower has received a signed copy of this Agreement.

ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them. Each Borrower hereby acknowledges that each Borrower is an agent of each other Borrower and payment by any Borrower hereunder shall be deemed to be payment by the Borrower making the payment and by each other Borrower. Each payment, including interest payments, made will constitute an acknowledgment of the indebtedness and liability hereunder by each Borrower.

iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles.

iv) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.

v) If the Borrower qualifies as an Eligible Enterprise and the Facilities hereunder are not secured by a mortgage on real property, (a) the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and (b) cancel any LC or GTF DLC issued pursuant to this Agreement, so long as the beneficiary thereunder presents such LC or GTF DLC for cancellation at the issuing branch described thereon and/or, at the Bank's discretion, provides written consent for the cancellation of such LC or GTF LC satisfactory to the Bank to the issuing branch described thereon, without incurring a cancellation charge until the end of the third business day after the day on which the Letter of Credit is issued; and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service.

vi) If any payment hereunder becomes due and payable on a day which is not a Business Day, the due date of such payment shall be extended to the next succeeding Business Day on which such payment shall be due and payable. Notwithstanding the foregoing, if a payment with respect to a Term CORRA Loan, Daily Compounded CORRA Loan, Term SOFR Loan or Daily Simple SOFR Loan becomes due and payable on a day which is not a Business Day and the next succeeding Business Day is in a succeeding calendar month, the due date of such payment shall be the immediately preceding Business Day.

30. CONSENT TO TD HANDLING OF YOUR PERSONAL INFORMATION AND PRIVACY POLICY

In this Section 30 and elsewhere in this Agreement, where applicable, "you" and "your" means the Borrower and "we", "our" and "us" means the Bank.

You consent to Our Privacy Policy. You agree that the Bank (which includes The Toronto- Dominion Bank and affiliated companies) may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy.

You have choices. The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

Here is a summary of our Privacy Policy.

We collect, use, share and retain your information to:

- Identify you
- Process your application
- Provide you ongoing service
- Communicate with you
- Personalize our relationship with you
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess our risks
- Meet legal and regulatory obligations

We collect information (for the purposes set out above) from you and others including:

Payment card networks
Lenders
Insurers
Fraud prevention agencies and registries

Any other people you have allowed us to contact
From your interactions with us, including on your mobile device or the internet, cameras at our property and records of your use of our products and services

We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your Province/territory or outside Canada:

TD affiliates
Fraud prevention agencies and registries
Lenders
Companies that we work with to provide products or services
Insurers
Payment card networks
Meet legal and regulatory obligations

We retain your information:

We keep your information for as long as we reasonably need it for the purposes set out above.

We may communicate with you:

We may communicate with you about your application. And about your existing and other products and services that may be of interest to you. We may contact you by mail, phone at the number(s) you have provided, text, email or other electronic methods. You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. To do so, visit a TD branch or call us at 1-866-222-3456.

Application of Privacy Policy to Related Parties

If:

a) there are changes to the signing authorities of the Borrower; or

b) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of the Bank; or

c) at the time of obtaining a product or service from us, the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of the Bank;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Policy, advise them that they are subject to such policy and inform them that a copy of such policy is available at any TD Canada Trust branch or online at td.com.

The above sections b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of $75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

31. CUSTOMER RESOLUTION PROCESS

Refer to our complaint handling procedures in our brochure, *Do you have a complaint?*. You can find this brochure at any retail branch, Commercial Banking Centre, or on our website at td.com.

32. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter, this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions, Rates and Payment Terms Notices and other notices provided by the Bank to the Borrower in connection with this Agreement and, if applicable, the GTF Documents as each may be amended from time to time.

"*All-In Rate*" means the greater of the interest rates that the Borrower pays for a variable rate loan, a Term CORRA Loan, a Term SOFR Loan or the highest fixed rate paid for Fixed Rate Term Loans.

"*Appraised Value*" means the market value of the real property mortgaged under the Bank Security as determined by an appraisal conducted by any Bank-approved person holding the designation of A.A.C.I (Accredited Appraiser Canadian Institute), S.R.A.S. (Senior Realty Appraiser) or from L'Ordre des Evaluateurs Agrees du Quebec using the Uniform Standards of Professional Appraisal Practice.

"*Available Tenor*" means, with respect to the applicable then-current Benchmark, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this

Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement.

"*Benchmark*" means the Term SOFR Reference Rate, Daily Simple SOFR, Term CORRA Reference Rate, or Daily Compounded CORRA, as the case may be.

"*Benchmark Administrator*" means, with respect to a Benchmark, the administrator of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Replacement Date*" means, with respect to a Benchmark, a date and time determined by the Bank, which date shall be no later than the earliest to occur of: (a) in the case of clause (x) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the Benchmark Administrator permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (b) in the case of clause (y) of the definition of "Benchmark Transition Event," the first date on which the regulatory supervisor for the Benchmark Administrator announces that such Benchmark is non-representative, even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

"*Benchmark Transition Event*" means the occurrence of a public statement or publication of information (x) by (i) or on behalf of the Benchmark Administrator, (ii) the regulatory supervisor for the Benchmark Administrator, (iii) the Bank of Canada, (iv) an insolvency official with jurisdiction over the Benchmark Administrator, (v) a resolution authority with jurisdiction over the Benchmark Administrator, or (vi) a court or an entity with similar insolvency or resolution authority over the Benchmark Administrator, announcing that the Benchmark Administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (y) by the regulatory supervisor for the Benchmark Administrator announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

"*Branch/Centre*" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business, provided that when used in connection with Term SOFR loans, the term Business Day shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"*Contractual Term Maturity Date*" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payment Terms Notice.

"*CORRA*" means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

"*CORRA Administrator*" the Bank of Canada (or any successor administrator).

"*Cross Default Threshold*" means the cross-default threshold set out in the Letter. If no such cross-default threshold is set out in the Letter it will be deemed to be zero.

"*Current Account*" means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in Canadian dollars.

"*Daily Compounded CORRA*" means, for any day (a "*CORRA Rate Day*"), CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, for determining compounded CORRA for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, CORRA, as used in the definition of Daily Compounded CORRA, shall mean, for any CORRA Rate Day, a rate per annum equal to the greater of (a) CORRA for the day (such day, a "*CORRA Determination Day*") that is five (5) Business Days prior to (i)

if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's Website, and (b) zero percent. If by 5:00 p.m. (Toronto time) on the second (2nd) Business Day immediately following any CORRA Determination Day, CORRA in respect of such CORRA Determination Day has not been published on the CORRA Administrator's Website and a Benchmark Replacement Date with respect to the Daily Compounded CORRA has not occurred, then CORRA for such CORRA Determination Day will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's Website; provided that any CORRA determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded CORRA for no more than three (3) consecutive CORRA Rate Days.

"*Daily Simple SOFR*" means, for any day (a "*SOFR Rate Day*"), SOFR with interest accruing on a simple daily basis, with the methodology and conventions for this rate (which will include a lookback) being established by the Bank in accordance with the methodology and conventions for this rate selected or recommended by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate), or any successor thereto, for determining daily simple SOFR for business loans; provided that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published SOFR and a Benchmark Replacement Date with respect to SOFR has not occurred, then, in respect of any day for which SOFR is required, references to SOFR will be deemed to be references to the last provided or published SOFR. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

For the avoidance of doubt, from the date hereof until such date that the Bank determines that the methodology and conventions described above have changed, Daily Simple SOFR shall mean, for any SOFR Rate Day, a rate per annum equal to the greater of (a) SOFR for the day (such day, a "*SOFR Determination Day*") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) zero percent. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

"*Eligible Enterprise*" means, as defined in the Bank Act, a business with authorized credit of less than CAD$1,000,000, fewer than 500 employees and annual revenues of less than CAD$50,000,000.

"*Fixed Rate Term Loan*" means any loan under a Term Loan Facility or a Mortgage Loan Facility with a fixed interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

"*Floating Rate Term Loan*" means any loan under a Term Loan Facility or a Mortgage Loan Facility with a variable interest rate, which, for greater certainty, shall not include Term CORRA Loans or Term SOFR Loans.

"*Global Trade Finance Letter of Credit*" or "*GTF LC*" means a GTF DLC (documentary letter of credit), GTF SBLC (standby letter of credit or demand guarantee) or similar instrument in form and substance satisfactory to the Bank applied for and issued through TD Securities Global Trade Finance.

"*GTF Documents*" means the Documentary Letter of Credit Application Form, General Trade Finance Agreement, Irrevocable Demand Guarantee / Irrevocable Standby Letter of Credit Application Form, TDfacilitrade Application Form, or other agreements required for the issuance of a GTF LC.

"*Inventory Value*" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions and Schedule "B" - LC and GTF DLC Terms and Conditions are attached.

"*Letter of Credit*" or "*LC*" means a documentary letter of credit, standby letter of credit, demand guarantee or similar instrument in form and substance satisfactory to the Bank, not including GTF LCs.

Material Adverse Change means any change, effect, event or occurrence (direct or indirect) with respect to the condition (financial or otherwise), reputation, assets, property (including, without limitation, the value of any real property mortgaged under the Bank Security), income (including, without limitation, the vacancy rate or the income earned on any real property mortgaged under the Bank Security), liabilities, obligations (whether absolute, accrued, conditional or otherwise), business, operations, results of operations or prospects of the Borrower, any of the Borrower's subsidiaries or any of the Guarantors, whether of a short term or long term duration, and whether arising from events or circumstances or risks that are known or unknown to the Bank at the date of this Agreement, that is determined by the Bank, in its sole discretion, to be, or has the potential to be, material and adverse to the Borrower, any of the Borrower's subsidiaries or any of the Guarantors.

Maturity Date for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank

Person includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

Purchase Money Security Interest means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

Rate Term means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

Rate Term Maturity means the last day of a Rate Term which day may never exceed the Contractual Term Maturity Date.

Rate and Payment Terms Notice means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown, which Rate and Payment Terms Notice shall form part of this Agreement.

Receivable Value means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

Receivables/Inventory Summary means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

SOFR means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

SOFR Administrator means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

Term CORRA means, for the applicable corresponding interest period of a Term CORRA Loan, the Term CORRA Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term CORRA Administrator; provided, however, if as of 1:00 P.M. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable interest period has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to Term CORRA has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such interest period as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such interest period was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

Term CORRA Administrator means Candeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Bank in its reasonable discretion).

Term CORRA Reference Rate means, for the applicable corresponding interest period, the forward-looking term rate based on CORRA.

Term SOFR means, for the applicable corresponding interest period of a Term SOFR Loan, the Term SOFR Reference Rate for an interest period comparable to the applicable selected interest period on the day (such day, the Periodic Term SOFR Determination Day) that is two (2) Business Days prior to the first day of such selected period, as such rate is published by the Term SOFR Administrator; provided, however, if as of 5:00 P.M. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable interest period has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to Term SOFR has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such interest period as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such interest period was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

Term SOFR Administrator means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

Term SOFR Reference Rate means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time *as the US Base Rate and published on the Bank's website.*

USD or *USD Equivalent* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

USD Current Account means the account established by the Borrower with the Bank for the conduct of the Borrower's day-to-day banking business in United States dollars.

U.S. Prime Rate means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the U.S. Prime Rate and published on the Bank's website.

This is Exhibit "E" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 27th day of October 2026.

A Commissioner for taking Affidavits within British Columbia

SUPREME COURT
OF BRITISH COLUMBIA
SEP 2 4 2026
KELOWNA
REGISTRY

Court File No. 148504
Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN:

KAM-MIC INVESTMENT CORP.

PLAINTIFF

AND:

JAMIE JOHN PATON STEWART and
STEWART MORTGAGE CORP.

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MR. JUSTICE KOTURBASH) Thursday, the 24th day of September, 2026

ON THE APPLICATION of the plaintiff made without notice, coming before me at Kelowna, British Columbia on this day, and on hearing Yarden D. Gershony, counsel for the plaintiff, no other party having been served, and on reading:

Affidavit #1 of Darren Michael Ovington and Affidavit #1 of Gary Wayne Mirtle, each made September 22, 2026;

AND ON the plaintiff having undertaken to comply with the terms of the undertaking set out in Schedule "A" to this Order, which among other things requires service of the notice set out in Schedule "B" to this Order;

THIS COURT ORDERS AND DIRECTS THAT:

Interpretation

In this Order, "the defendant" means each of the defendants, Jamie John Paton Stewart ("**Mr. Stewart**") and Stewart Mortgage Corp. ("**SMC**"), and "the **Kam-MIC Loans**" means every loan in which the plaintiff has or had an interest, including every loan listed in Exhibits "F" and "M" to Affidavit #1 of Darren Michael Ovington.

Freezing Order

1. Except as permitted by this Order, the defendant must not:

   (a) remove from British Columbia or in any way dispose of or deal with or diminish the value of any of his or its assets that are in British Columbia whether in his or its own name or not and whether solely or jointly owned unless assets having a fair market value of at least $13,000,000 net of all secured interests remain in British Columbia and are not dealt with, disposed of, or diminished in value;

   (b) This prohibition applies to all of the defendant's assets, and includes the following assets in particular:

      (i) real property described as 1238 Rockcress Drive, Kamloops, British Columbia, PID 028-532-554, Lot 16 Section 2 Township 20 Range 18 West of the 6th Meridian Kamloops Division Yale District Plan KAP91909 (the "**Residence**") or the net proceeds from the sale of the property if it has already been sold, but Mr. Stewart may renew the mortgages registered against the Residence under numbers CB41215 and CB41216 with the same mortgagees for the same or a lesser principal amount if he first gives the plaintiff's solicitor seven days' written notice;

      (ii) the property and assets of the defendant's business known as Stewart Mortgage Corp. or the net proceeds from the sale of the asset or assets if any of them have been sold;

      (iii) any money in the account numbered 7889-5249731 at The Toronto-Dominion Bank, 102 – 301 Victoria Street, Kamloops, British Columbia (transit 02760) (the "**SMC Trust Account**"), and in any other account at any financial institution in the name of the defendant or in which the defendant has an interest;

      (iv) the 70,914 preferred shares of the plaintiff registered in the name of Mr. Stewart, and any dividend or redemption proceeds payable on them; and

(v) any money held for the defendant or to the defendant's order by any lawyer, notary, or other person, including the net proceeds of Mr. Stewart's sales of the properties with PIDs 030-462-401 and 028-117-573.

2. If the total value of the defendant's assets in British Columbia, net of all secured interests, exceeds $13,000,000, the defendant may remove any of those assets from British Columbia or may dispose of or deal with them so long as the total net value of his or its assets still in British Columbia remains above $13,000,000.

Exceptions to this Order

3. This Order does not prohibit Mr. Stewart from spending up to $5,000 a month on ordinary living expenses and a total of $25,000 on legal advice and representation for both defendants (subject to further order of this Court). Before spending any money on living, business or legal expenses, the defendant must advise the plaintiff's solicitors in writing of the intended source of the funds.

4. This Order does not prohibit SMC from operating its business in the normal course, except that SMC (a) must not deal with money collected on the Kam-MIC Loans except as paragraph 22 requires; (b) must not pay, lend, or transfer money or other assets to Mr. Stewart or anyone related to or associated with him, except to fund the expenses permitted by paragraph 3; and (c) must not pay money it holds for any client other than the plaintiff without first giving the plaintiff's solicitor five business days' written notice of the client, the loan, and the amount.

5. The defendant may agree with the plaintiff that the above spending limits should be increased or that this Order should be relaxed in any other respect but any such agreement will be effective only if confirmed in writing and signed by all parties.

Duration of this Order

6. This Order will remain in force up to and including **November 30, 2026** (the "**Return Date**") unless before then it is varied or discharged by a further Order of this Court. The application in which this Order is made shall come back to the Court for further hearing on the Return Date.

7. This Order will cease to have effect if the defendant provides security by paying the sum of $13,000,000 into Court or makes provision for security in that sum by some other method agreed in writing with the plaintiff.

Variation or Discharge of this Order

8. Anyone affected by this Order may apply to the Court at any time to vary or discharge it, or to request that the plaintiff be required to post security for the undertaking, on giving no less than three days' notice to the plaintiff's solicitor of his or her intention to do so, but this Order will remain in force until further Order even if such an application is pending.

9. All applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:

   (a) urgent matters for which the Judge is not available; or

   (b) as otherwise directed by the Judge.

Third Parties

10. Except as permitted by this Order, no person or other legal entity with notice of this Order may deal with any bank or other accounts of the defendant (including money market, retirement savings plan accounts, investment certificates, treasury bills, and deposits) or with other assets of the defendant in his, her, or its possession or control.

11. No person or other legal entity with notice of this Order shall breach or permit a breach of this Order.

12. To the extent that any person or other legal entity holds assets of the defendant in excess of $13,000,000, that person or other legal entity is not restrained from dealing with that part of the assets held by that person or other legal entity which is in excess of $13,000,000.

13. The terms of this Order do not affect any person or legal entity outside the jurisdiction of this Court unless and until this Order is declared enforceable or is enforced by a Court in the relevant jurisdiction, except that this Order is enforceable as against a person or other legal entity who or which:

   (a) is the defendant or an officer or an agent of the defendant; or

   (b) is subject to the jurisdiction of this Court and has been given written notice of this Order.

14. This Order does not prevent any bank, financial institution or secured party from exercising any rights to claim interest, to levy service charges, to claim set off, to enforce security, or to enforce any other contractual right, arising from contracts made before being notified of this Order.

15. No bank or financial institution needs to enquire as to the application or proposed application of any money withdrawn by the defendant if the withdrawal appears to be permitted by this Order.

16. This Order binds every defendant and every other person who is subject to this Order and obtains notice of the Order, as of the time such defendant or person first receives notice of the Order, and whether or not such defendant or person has been served with a copy of the Order.

Disclosure Order

17. The defendant must, within seven days of service of this Order, provide the plaintiff's solicitor with a list (the "**Defendant's Asset List**"), verified by his or its affidavit setting out all of the defendant's assets as of the date of this Order whether in or outside British Columbia and whether in his or its own name or not and whether solely or jointly owned, and details of all such assets, including the nature of each asset, all identifying numbers and other identifying information, its exact location as of the date of this Order, and whether the asset is held in the defendant's name or jointly held with another person, or by another on his or its behalf.

18. If the defendant holds any assets over which he or it has no beneficial interest, that asset shall be included in the list, along with an indication that the asset is held in trust for others.

19. The plaintiff's solicitor shall not disclose the Defendant's Asset List or the information contained in it to any person (including the plaintiff) except for the purpose of this proceeding. Before making such disclosure, counsel shall obtain a written undertaking from the person to whom disclosure is to be made in the form attached to this Order as Schedule "C".

20. On or before **February 15, 2027**, or such later date as provided in a further order, the plaintiff's solicitor shall destroy all copies of the Defendant's Asset List received from the defendant and take reasonable steps to ensure that any copies released to anyone else are destroyed, except that the plaintiff is at liberty to file with the Court a sealed copy of the Defendant's Asset List, to be retained in the Court file so that it will be available on further court order.

Accounting for the Kam-MIC Loans

21. Within 14 days of service of this Order, the defendants must deliver to the plaintiff's solicitor an affidavit stating, for each of the Kam-MIC Loans, whether and when the plaintiff's money was advanced on it, in what amount, and to whom; whether it was repaid or discharged and, if so, when and for how much; and who received each repayment and what was done with it. The affidavit must also state the total money collected on the Kam-MIC Loans since June 1, 2022, how much of it was paid to the plaintiff, and what was done with the rest, and Mr. Stewart's affidavit must state what was done with the net proceeds of the sales referred to in paragraph 1(b)(v).

Trust Funds and Records

22. SMC must deposit every payment it receives on account of a Kam-MIC Loan to the SMC Trust Account, hold it in trust for the plaintiff, and, within two business days of receipt, pay it to the plaintiff's solicitors, Rush Ihas Hardwick LLP, in trust, with a statement of the borrower, the loan, the amount, and the date received. Neither defendant may otherwise deal with any such payment, or with any money in the SMC Trust Account collected on a Kam-MIC Loan. The plaintiff may direct borrowers to pay it directly.

23. The defendant must preserve, and must not destroy, alter, delete, conceal, or remove from British Columbia, any document, electronic data, or device that records or relates to: (a) the Kam-MIC Loans, including loan files, mortgages, discharges, payout statements, and communications with borrowers, lawyers, notaries, and lenders; (b) money collected on the Kam-MIC Loans and what was done with it, including the records of the SMC Trust Account; (c) SMC's loan-servicing and accounting systems and every backup of them; (d) reports and financial information given to the plaintiff, its directors, its accountants, or The Toronto-Dominion Bank; and (e) the defendant's assets.

24. Within seven days of service of this Order, the defendant must deliver to the plaintiff's solicitor a list, verified by affidavit, of the places, accounts, devices, and cloud services where the documents and data described in paragraph 23 are kept.

Production of Records by Financial Institutions

25. Each of The Toronto-Dominion Bank; Tru Cooperative Bank, including its division Valley First; Canadian Western Trust Company; Olympia Trust Company; 0752063 B.C. Ltd.; and Computershare Trust Company of Canada (each a "Financial Institution") must, within ten days after service of this Order on it, produce to the plaintiff's solicitors, Rush Ihas Hardwick LLP, Suite 200 – 591 Bernard Avenue, Kelowna, British Columbia, the following records for the period from June 1, 2022 to

the date of production, for every account, mortgage, loan, or credit facility in the name of the defendant or in which the defendant has or had signing authority or an interest, including the SMC Trust Account:

(a) account opening documents, signature cards, and know-your-client information;

(b) account statements;

(c) for every deposit and withdrawal of $2,000 or more, the cancelled cheque (both sides), deposit slip, debit or credit voucher, and electronic funds transfer, e-Transfer, wire, or bill payment record, showing the payor or payee and the other account and institution;

(d) for the mortgages registered under numbers CB41215, CB41216, CA7197672, and CA4507735: the application and loan agreement, the payment history, the source account of each payment, each payout statement, the source of each payout, and each record showing to whom the loan proceeds were paid; and

(e) correspondence with the defendant **since January 1, 2026** about renewing, refinancing, increasing, or discharging any mortgage or loan, or closing or transferring any account.

26. The plaintiff shall pay each Financial Institution its reasonable costs of complying with this Order.

27. The plaintiff and its solicitors shall use the records produced under paragraph 25 only for the purposes of this proceeding, including tracing money collected on the Kam-MIC Loans and identifying and serving persons holding assets to which this Order applies.

28. [Deleted]

Service and Costs

29. The plaintiff may serve this Order, the notice of civil claim, the notice of application, and the affidavits on which this Order was made on Mr. Stewart personally or by leaving them at the Residence; on SMC by delivery to its registered office at 300 – 272 Victoria Street, Kamloops, British Columbia, or to the Residence; and on each Financial Institution by delivery to its branch of account, if known, or to its registered or head office, and such service is good and sufficient service.

30. Costs of this application are reserved to the Return Date.

31. Endorsement of this Order by counsel appearing on this application other than counsel for the plaintiff is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Yarden D. Gershony
Lawyer for the Plaintiff, Kam-Mic Investment Corp.

BY THE COURT

Registrar

SCHEDULE "A" TO THE ORDER — UNDERTAKING OF THE PLAINTIFF

I, Darren Michael Ovington, a director of the plaintiff, Kam-Mic Investment Corp., declare as follows:

1. I have read the attached draft Order (the "**Order**").

2. I am authorized by Kam-Mic Investment Corp. to give its undertaking, and it does hereby undertake, to do the following:

   (a) to take reasonable steps to ensure service on the Defendants of a copy of the Notice of Civil Claim, the Order and every affidavit referred to in the Order, and a separate copy of the Notice to Defendants which is Schedule "B" to the Order;

   (b) to provide a copy of the Order to any person who the Plaintiff intends will be bound to honour the terms of the Order;

   (c) to abide by any Order the British Columbia Supreme Court may make as to damages in the event that this Court is of the opinion that the Defendants, or either of them, or any other person served with this Order has sustained damages by reason of this Order which the Plaintiff ought to pay;

   (d) to pay the reasonable costs of complying with the Order which are incurred by anyone, other than the Defendants, to whom or to which the Plaintiff provides a copy of this Order, including the reasonable costs of ascertaining whether that person or entity holds any of the Defendants' assets and the reasonable costs of the Financial Institutions in producing records under the Order;

   (e) to take all reasonable steps to notify, in writing, any person or entity which the Plaintiff serves with a copy of the Order of any changes to the Order that might affect that person, including any occurrence which results in the Order ceasing to have effect;

   (f) to hold the money paid to its solicitors under the Trust Funds Order in trust, to account for it on the Return Date, and to apply it only as the Court may direct;

   (g) to use the Defendants' Asset Lists and the records produced by the Financial Institutions only for the purposes of this proceeding and as permitted by the Order; and

   (h) to prosecute this action with reasonable diligence and to bring the application back before the Court on the Return Date.

3. I understand that if Kam-Mic Investment Corp. breaches this undertaking or the Order, it may be fined and I may be imprisoned or fined.

Dated September 22, 2026

Darren Michael Dungton,
for Kam-Mic Investment Corp.

Witness: [illegible] Gibson

SCHEDULE "B" TO THE ORDER

IMPORTANT

NOTICE TO THE DEFENDANTS

1. The Order of Mr./Madam Justice _____ dated _____, 2026 (the "Order") prohibits you from dealing with your assets, including your home at 1238 Rockcress, Kamloops, unless assets worth at least the Threshold Amount stated in the Order, net of secured debt, remain in British Columbia. The Order is subject to the exceptions stated in the Order. You should read it all carefully.

2. The Order also requires you, within seven days, to deliver to the Plaintiff's lawyer a sworn list of your assets and a sworn list of where your business and banking records are kept, and to preserve those records.

3. You are entitled to seek legal advice from your own lawyer regarding the Order and the rights you may have. You are advised to consult a lawyer as soon as possible. You have a right to ask the Court to vary or discharge the Order.

4. If you disobey the Order you may be found guilty of contempt of court and you (and, in the case of About Face Interior Painting Inc., any of its directors) may be sent to prison or fined, or your assets may be seized.

5. The Order will be brought back before the Court on November 30, 2026 at 9:45 a.m. at the courthouse at 1355 Water Street, Kelowna. You will, at that time, have the opportunity to make submissions as to whether the Order should cease, be continued, or be modified. If you wish to submit evidence for that hearing, you must follow the Rules of Court in doing so. If you wish to be heard at that hearing, you must attend in Court at that time.

Dated: _____, 2026

I acknowledge receipt of a copy of this notice.

Acknowledged and delivered in the presence of:

_____
Witness Signature
Name:
Address:

_____
Recipient:
Name:
Address:

SCHEDULE "C" TO THE ORDER — UNDERTAKING CONCERNING ASSET LISTS

1. I understand, agree and undertake to the Court that I will not disclose a Defendant's Asset List, or any information contained in that list, to anyone other than counsel for the Plaintiff in this action, or a person who is designated in writing by counsel and who signs a separate form of this undertaking and provides me with a signed and witnessed copy.

2. I agree and undertake to the Court that I will only use a Defendant's Asset List or the information contained in it for the purpose of this litigation and proceedings to execute on any order made in this litigation and for any purpose that is expressly permitted by a court order.

3. I understand, agree and undertake to the Court that I will destroy or return to the Plaintiff's counsel my copy of each Defendant's Asset List, and any other document that contains information derived from it, by February 15, 2027, or such later date expressly permitted by court order.

Dated September 22, 2026

Signed Darren Michael Ovington,
for Kam-Mic Investment Corp.

Witness

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

AFFIDAVIT

OWEN BIRD LAW CORPORATION
P.O. Box 1 - Vancouver Centre II
2900 – 733 Seymour Street
Vancouver, BC V7B 0S6
Attention: Scott H. Stephens
File No. 34172-0102