



This is the 1st affidavit of
Jennifer Alambre in this case and was
made on July 15, 2026

No. S 265325
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

**LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC.,
2842878 ONTARIO INC., GOSHU PRODUCTS/SERVICES INC.,
KAVINDER SINGH DHILLON, and MUANALYSIS INC.**

RESPONDENTS

AFFIDAVIT

I, **Jennifer Alambre**, of 3500 – 1133 Melville Street, Vancouver, British Columbia, SWEAR
THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP ("**Blakes**"), counsel for the National Bank of Canada, the petitioner in this proceeding (the "**Bank**"), and as such I have personal knowledge of the matters deposed to in this Affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.

2. I swear this affidavit in support of a petition filed by the Bank in this action seeking, among other things, an order:

- (a) appointing a receiver over the assets and undertakings of the respondents, Labtest Certification Inc. ("**Labtest**"), Labtest Certification Ontario Inc. ("**Labtest Ontario**"), 2842878 Ontario Inc. ("**284 Ontario**"), and Goshu Products/Services Inc. ("**Goshu**"), and together with Labtest, Labtest Ontario, and 284 Ontario, the "**Company**";
- (b) granting judgment in favour of the Bank against the Company, Kavinder Singh Dhillon ("**Kavinder**") and MuAnalysis Inc. ("**MuAnalysis**"), and together with Mr. Dhillon, Labtest, Labtest Ontario, 284 Ontario, and Goshu, the "**Guarantors**";
and

- (c) making declarations concerning the validity, enforceability and relative priority of certain security granted by the Company and the Guarantors in favour of the Bank.

3. Attached as **Exhibits A** to **OOO** of my affidavit are true copies of the following documents:

Loan Agreements and Security Documents

- (a) **Exhibit “A”**: a credit agreement dated May 8, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, Goshu, Kavinder, and MuAnalysis, as guarantors, (the “**Original Labtest Credit Agreement**”);
 - (i) **Exhibit “B”**: a credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors, amending the Original Labtest Credit Agreement;
 - (ii) **Exhibit “C”**: a credit amendment/renewal agreement dated December 30, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors, amending the Original Labtest Credit Agreement;
 - (iii) **Exhibit “D”**: a credit amendment/renewal agreement dated March 5, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors, amending the Original Labtest Credit Agreement;
- (b) **Exhibit “E”**: a credit agreement dated January 15, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
- (c) **Exhibit “F”**: a credit agreement dated May 8, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu and Kavinder, as guarantors, (the “**Original Labtest Ontario Credit Agreement**”);
 - (i) **Exhibit “G”**: a credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors, amending the Original Labtest Ontario Credit Agreement
- (d) **Exhibit “H”**: a credit agreement dated May 8, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis and Kavinder, as guarantors, (the “**Original Goshu Credit Agreement**”);
 - (i) **Exhibit “I”**: a credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis, Kavinder and 284 Ontario, as guarantors, amending the Original Goshu Credit Agreement

- (e) **Exhibit “J”**: a credit agreement dated July 24, 2024 among the Bank, as lender, 284 Ontario, as borrower, Labtest, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors;
- (f) **Exhibit “K”**: a cross default agreement dated July 31, 2024 among the Bank, 284 Ontario, Goshu, Labtest and Labtest Ontario;
- (g) **Exhibit “L”**: an executed copy of the Land Title Act mortgage and assignment of rents dated May 14, 2024 between the Bank and Goshu pursuant to which Goshu granted to the Bank a mortgage and assignment of rents (the “**BC Mortgage**”) on: (a) Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514; (b) Strata Lot 4 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522; (c) Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531; and (d) Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234 (the “**BC Property**”);
- (h) **Exhibit “M”**: an executed copy of the Land Registry Office mortgage and assignment of rents dated August 7, 2024 between the Bank and 284 Ontario pursuant to which 284 Ontario granted to the Bank a mortgage and assignment of rents (the “**Ontario Mortgage**”) on: (a) the property having the legal description of PCL BLOCK 2-10, SEC 20M492; PT BLK 2, PL 20M492, PART 7 AND 63, 20R9192; S/T H396401; S/T H395923 OAKVILLE with PIN: 24902-0204; and (b) the property having the legal description of PCL BLOCK 2-11, SEC 20M492; PT BLK 2, PL 20M492, PART 8 AND 64, 20R9192; S/T H396405; S/T H395923 OAKVILLE with PIN: 24902-0205 (the “**Ontario Property**”);
- (i) **Exhibit “N”**: the Bank’s standard mortgage terms (MT030106) and (201617) that apply to and govern the BC Mortgage and the Ontario Mortgage;
- (j) **Exhibit “O”**: a general security agreement made by Labtest, as debtor, dated May 16, 2024;
- (k) **Exhibit “P”**: a general security agreement made by Labtest Ontario, as debtor, dated May 16, 2024;
- (l) **Exhibit “Q”**: a general security agreement made by MuAnalysis, as debtor, dated May 16, 2024;
- (m) **Exhibit “R”**: a general security agreement made by Goshu, as debtor, dated May 16, 2024;
- (n) **Exhibit “S”**: a general security agreement made by 284 Ontario, as debtor, dated July 31, 2024;
- (o) **Exhibit “T”**: a full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;

- (p) **Exhibit “U”:** a full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
- (q) **Exhibit “V”:** a full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
- (r) **Exhibit “W”:** a full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
- (s) **Exhibit “X”:** a full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest;
- (t) **Exhibit “Y”:** a full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
- (u) **Exhibit “Z”:** a full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
- (v) **Exhibit “AA”:** a full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
- (w) **Exhibit “BB”:** a full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
- (x) **Exhibit “CC”:** a full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest Ontario;
- (y) **Exhibit “DD”:** a full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
- (z) **Exhibit “EE”:** a full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
- (aa) **Exhibit “FF”:** a full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
- (bb) **Exhibit “GG”:** a full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
- (cc) **Exhibit “HH”:** a full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Goshu;
- (dd) **Exhibit “II”:** a full liability guarantee made by Labtest in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;

- (ee) **Exhibit “JJ”**: a full liability guarantee made by Labtest Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
- (ff) **Exhibit “KK”**: a full liability guarantee made by Goshu in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
- (gg) **Exhibit “LL”**: a full liability guarantee made by MuAnalysis in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
- (hh) **Exhibit “MM”**: a full liability guarantee made by Kavinder in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
- (ii) **Exhibit “NN”**: an assignment and postponement of creditor’s claims made by Labtest Ontario, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (jj) **Exhibit “OO”**: an assignment and postponement of creditor’s claims made by MuAnalysis, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (kk) **Exhibit “PP”**: an assignment and postponement of creditor’s claims made by Goshu, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (ll) **Exhibit “QQ”**: an assignment and postponement of creditor’s claims made by Kavinder, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (mm) **Exhibit “RR”**: an assignment and postponement of creditor’s claims made by Labtest, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (nn) **Exhibit “SS”**: an assignment and postponement of creditor’s claims made by MuAnalysis, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (oo) **Exhibit “TT”**: an assignment and postponement of creditor’s claims made by Goshu, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (pp) **Exhibit “UU”**: an assignment and postponement of creditor’s claims made by Kavinder, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (qq) **Exhibit “VV”**: an assignment and postponement of creditor’s claims made by Labtest, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;

- (rr) **Exhibit “WW”**: an assignment and postponement of creditor’s claims made by Labtest Ontario, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (ss) **Exhibit “XX”**: an assignment and postponement of creditor’s claims made by MuAnalysis, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (tt) **Exhibit “YY”**: an assignment and postponement of creditor’s claims made by Kavinder, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (uu) **Exhibit “ZZ”**: an assignment and postponement of creditor’s claims made by Labtest, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (vv) **Exhibit “AAA”**: an assignment and postponement of creditor’s claims made by Labtest Ontario, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (ww) **Exhibit “BBB”**: an assignment and postponement of creditor’s claims made by MuAnalysis, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (xx) **Exhibit “CCC”**: an assignment and postponement of creditor’s claims made by Goshu, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (yy) **Exhibit “DDD”**: an assignment and postponement of creditor’s claims made by Kavinder, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;

Public Documents

- (zz) **Exhibit “EEE”**: British Columbia Land Title Office searches for the BC Property dated June 29, 2026;
- (aaa) **Exhibit “FFF”**: Ontario title searches for the Ontario Property dated June 29, 2026;
- (bbb) **Exhibit “GGG”**: a British Columbia Personal Property Registry search for Labtest dated June 25, 2026;
- (ccc) **Exhibit “HHH”**: a British Columbia Personal Property Registry search for Labtest Ontario dated June 25, 2026;
- (ddd) **Exhibit “III”**: a British Columbia Personal Property Registry search for MuAnalysis dated June 25, 2026;

- (eee) **Exhibit "JJJ"**: a British Columbia Personal Property Registry search for Goshu dated June 25, 2026;
- (fff) **Exhibit "KKK"**: a British Columbia Personal Property Registry search for 284 Ontario dated June 25, 2026;
- (ggg) **Exhibit "LLL"**: an Ontario Personal Property Registry search for 284 Ontario dated June 25, 2026;
- (hhh) **Exhibit "MMM"**: an Ontario Personal Property Registry search for Labtest Ontario dated June 25, 2026;
- (iii) **Exhibit "NNN"**: City of Vancouver Property Tax Certificates for the BC Property retrieved February 13, 2026; and
- (jjj) **Exhibit "OOO"**: Town of Oakville Property Tax Certificates for the Ontario Property retrieved February 12, 2026.

SWORN BEFORE ME at Vancouver, British
Columbia on July 15, 2026



A Commissioner for taking Affidavits for
British Columbia



Jennifer Alambre

E. ROH
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4254

This is **Exhibit "A"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

LABTEST CERTIFICATION INC.
3133 20800 WESTMINSTER HWY.
RICHMOND, BRITISH COLUMBIA V6V 2W3

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer LABTEST CERTIFICATION INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533983

Demand Operating Loan up to the maximum amount of \$500,000.00.

Loan 533985

CWB Business Credit Card to a maximum of \$100,000.00.

Use of the word "Loans" in this Agreement, means each of these loans, and if there are two or more types of loans, "Loan" may refer to any one loan.

LOAN PARTIES:

You are the borrower.

KAVINDER SINGH DHILLON, LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC., and GOSHU PRODUCTS/SERVICES INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533983

The Demand Operating Loan can only be used to run your day-to-day business operations.

Loan 533985

The CWB Business Credit Card can only be used to run your day-to-day business operations.

INTEREST RATES:

Loan 533983

The Loan is subject to an interest rate of 1.50% per year above our Prime Rate.

Loan 533985

The CWB Business Credit Card is subject to the interest rate and fees described under the credit card agreement that you sign when credit cards are issued.

As of today's date, our Prime Rate of interest is 7.20%.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to follows:

Loan 533983

Demand Operating Loan: in multiple draws.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533983

Demand Operating Loan: interest only payments made monthly.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.
- e. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVINCE INC.
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- g. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- h. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminster Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Environmental Indemnity - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEPENT OF CREDITORS CLAIMS

- k. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- l. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- m. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- n. Full Liability Guarantee from MU ANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENTS AND POSTPONEMENT OF CREDITORS CLAIMS.
- o. Environmental Indemnity executed by MU ANALYSIS INC.;
- p. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- q. Environmental Indemnity executed by GOSHU PRODUCTS/SERVICES INC.;
- r. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

You may prepay the outstanding balance of any Loans which are not subject to a fixed interest rate at any time without incurring additional charges or penalties.

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

REPORTING REQUIREMENTS:

You agree:

- a. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- b. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by MUANALYSIS INC..
- d. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- e. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- f. to provide the Bank with an aged listing of accounts payable for the applicable reporting period.
The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- g. to provide the Bank with an aged listing of accounts receivable for the applicable reporting period.
The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- h. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- i. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..
- j. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..
- k. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.
The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

LOAN CONDITIONS:

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICE INC.
- b. An additional credit condition is applicable to each LOC as follows: As an ongoing condition of credit in the event the Operating Loan/Line of Credit does not revolve in a manner satisfactory to the Bank, CWB may in its sole discretion, place the loan on a reducing basis or take other actions as it deems necessary.

CONDITIONS TO ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.

- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith

- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:
- g. Advances to related parties and shareholders outside the Bank's borrowing group, herein consisting of: LABEST CERTIFICATION, MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. and LABTEST CERTIFICATION ONTARIO INC, are not permitted without prior written consent of the bank...

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of BRITISH COLUMBIA.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory



Authorized Signatory
Mark Gourley, AVP & Manager
ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed



Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

KAVINDER SINGH DHILLON

Signed



Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

LABTEST CERTIFICATION ONTARIO INC.

Signed



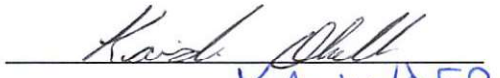
Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

MUANALYSIS INC.

Signed

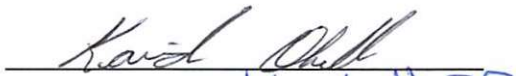

Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

GOSHU PRODUCTS/SERVICES INC.

Signed


Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL**

- specified in this Agreement.
- 1.1. Non-Financial Covenants.** You agree:
- (a) to pay all amounts when due under this Agreement;
 - (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
 - (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
 - (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
 - (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
 - (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
 - (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
 - (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
 - (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
 - (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
 - (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.
- 1.2. Interest Rate.** You will pay interest on each Loan at the rate
- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.
- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.
- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.
- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.
- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.
- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

- 1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.
- 1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.
- 1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
 - (c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolution Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

- 1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.
- 1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.
- 1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.
- 1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.
- 1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").
- 1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

- 2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA
Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or "NOI" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income



"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES****REVOLVING TERMS THAT APPLY TO YOUR DEMAND OPERATING LOAN**

Regarding any Demand Operating Loan under this Agreement where the outstanding balance will revolve up and down on a day-to-day basis, you agree as follows:

1. We may advance or re-advance funds to you from time to time under the Demand Operating Loan by crediting the account that you maintain with us, which you may designate if you have more than one account with us. Advances or re-advances will be in such amounts as required to meet any outstanding payments, including pending withdrawals and directions to pay, from your accounts with us.
2. You agree that the amount owing under the Demand Operating Loan will never exceed the credit limit described in this Agreement and that we have no obligation to honour any request for funds which could result in the outstanding balance to exceed the credit limit. If the amount owing ever exceeds the Demand Operating Loan credit limit, an overdraft will occur and, in addition to the other terms that we impose regarding overdraft balances, we may, in our sole discretion, impose on the overdraft amount, and you agree to pay, an interest rate equal to our highest overdraft interest rate that we establish and publish from time to time that we charge on overdraft balances, even though such interest rate may be higher than any interest rate set out in this Agreement, with interest on overdue interest at the same overdraft interest rate.
3. You authorize us to debit your accounts that you maintain with us to pay amounts outstanding under this Agreement, including interest, principal, administration fees and costs related to the preparation, perfection and enforcement of this Agreement and any security or other loan documents that we hold, which are described in this Agreement, and to the recovery of amounts outstanding under the Loan(s), all of which fees and costs you agree to pay on demand with interest after demand at the interest rate charged under the Demand Operating Loan, with interest on overdue interest at the same interest rate. All money that we receive to repay your indebtedness to us, whether such debt is interest, principal, fees or other costs, may be applied and allocated by us, at our sole discretion, to such parts of your debt as we see fit.
4. The credit limit of the Demand Operating Loan includes our liability or contingent liability under any letters of credit or letters of guarantee that we issue in your favour.
5. You will pay our commission and all other costs and expenses paid or incurred by us regarding the L/Cs and interest, where chargeable.

Appendix A

FEE ADDENDUM

ADDITIONAL TERMS & CONDITIONS

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- | | | | | |
|----|------|---|----|--|
| a) | A(n) | <input type="text" value="Admin Fee - Discharge Collateral"/> | of | <input type="text" value="\$ 500.00"/> |
| b) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| c) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| d) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| e) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

This is **Exhibit "B"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CREDIT AMENDMENT/RENEWAL AGREEMENT

24 July 2024

LABTEST CERTIFICATION INC.

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to confirm the amendment and/or renewal of the credit agreement (the "Original Credit Agreement") between us and

LABTEST CERTIFICATION INC.

("you" or "your"), regarding the Loan/Loans on the terms set out in this Agreement.

Considering the arrangements between you and us in both this Agreement and in the Original Credit Agreement, you agree as follows:

Amendment

1. You agree that the Original Credit Agreement dated 08 May 2024 shall be amended as follows:

(a) Loan 533983 & 533985 - Section Loan Parties of the Original Credit Agreement is amended as follows:

Addition:

You are the borrower.

KAVINDER SINGH DHILLON, LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. and 2842878 ONTARIO Inc. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

Deletion:

You are the borrower.

KAVINDER SINGH DHILLON, LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

(b) Loan 533983 & 533985 - Section Security and Supporting Documents of the Original Credit Agreement is amended as follows:

Addition:

a. General Security Agreement providing a first security interest in all of your present and after acquired property; 2842878 ONTARIO Inc.;

- b. Full Liability Guarantee from 2842878 ONTARIO Inc. guaranteeing all of your indebtedness to us; includes Assignment and Postponement of Creditors Claims;
- c. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 2520 & 2528 Bristol Circle, Oakville, ON, L6H 5S1 and legally described as PCL BLK 2-11, & BLK 2-10 SEC 20M492, PT BLK 2, PL 20M492, Part 8 & 64/ Part 7 & 63, 20R9192, S/T H396405/396401, S/T H395923 Oakville Together with an interest in common property;
- d. Assignment of rent and lease - 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON;
- e. Environmental Indemnity - acknowledged by LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., KAVINDER SINGH DHILLON and 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON

(c) Loan 533983 & 533985 - Section Reporting Requirements of the Original Credit Agreement is amended as follows:

Addition:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by 2842878 ONTARIO Inc.

(d) Loan 533983 & 533985 - Section Loan Conditions of the Original Credit Agreement is amended as follows:

Addition:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., GOSHU PRODUCT/SERVICES INC., and 2842878 ONTARIO Inc.

Deletion:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC AND GOSHU PRODUCT/SERVICES INC.

2. For the purposes of this Agreement, the Original Credit Agreement is defined to include any amendments or renewals that have been agreed to in writing between the parties since the date of the Original Credit Agreement. This Agreement amends the Original Credit Agreement and, accordingly, the term "Agreement" as defined in the Original Credit Agreement shall refer to the Agreement as amended by this Agreement. The Original Credit Agreement will continue to have full force and effect and no change will be made to it other than as described in writing in this Agreement.
3. You confirm the representations and warranties made in the Original Credit Agreement remain true and accurate as of the date of this Agreement.
4. General Legal Provisions
 - (a) Terms defined in the Original Credit Agreement have the same meaning when used in this Agreement, unless this Agreement states otherwise. The section headings in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
 - (b) This Agreement may be signed in one or more counterparts, each of which when so executed and when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (including in PDF format) shall be as effective as delivery of an originally signed document.
 - (c) This Agreement is governed by the laws specified in the Original Credit Agreement.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory

Amit Garg, AVP BD



Authorized Signatory

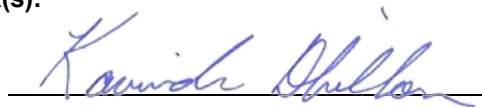
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER(s):

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

Borrower:

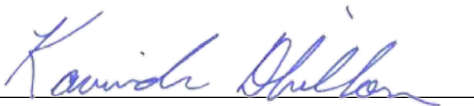
LABTEST CERTIFICATION INC.

GUARANTOR(s):

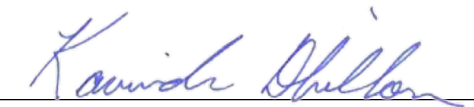
Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

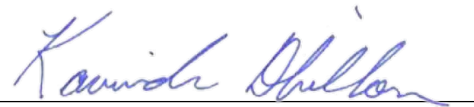
Guarantor: MUANALYSIS INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

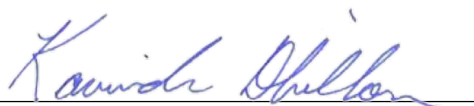
Guarantor: GOSHU PRODUCTS/SERVICES INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: LABTEST CERTIFICATION ONTARIO INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: KAVINDER SINGH DHILLON

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: 2842878 ONTARIO INC.

This is **Exhibit "C"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CREDIT AMENDMENT/RENEWAL AGREEMENT

30 December 2024

LABTEST CERTIFICATION INC.

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to confirm the amendment and/or renewal of the credit agreement (the "Original Credit Agreement") between us and

LABTEST CERTIFICATION INC.

("you" or "your"), regarding the Loan/Loans on the terms set out in this Agreement.

Considering the arrangements between you and us in both this Agreement and in the Original Credit Agreement, you agree as follows:

Amendment

1. You agree that the Original Credit Agreement dated 08 May 2024 shall be amended as follows:

(a) Loan 533983 - Section Loan Amount of the Original Credit Agreement is amended as follows:

Addition of \$200,000.00 Temporary Bulge on the existing \$500,000.00 Line of Credit for Labtest Certification Inc. until February 28, 2025.

-
2. For the purposes of this Agreement, the Original Credit Agreement is defined to include any amendments or renewals that have been agreed to in writing between the parties since the date of the Original Credit Agreement. This Agreement amends the Original Credit Agreement and, accordingly, the term "Agreement" as defined in the Original Credit Agreement shall refer to the Agreement as amended by this Agreement. The Original Credit Agreement will continue to have full force and effect and no change will be made to it other than as described in writing in this Agreement.
3. You confirm the representations and warranties made in the Original Credit Agreement remain true and accurate as of the date of this Agreement.
4. General Legal Provisions
- (a) Terms defined in the Original Credit Agreement have the same meaning when used in this Agreement, unless this Agreement states otherwise. The section headings in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
- (b) This Agreement may be signed in one or more counterparts, each of which when so executed and when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (including in PDF format) shall be as effective as delivery of an originally

signed document.

- (c) This Agreement is governed by the laws specified in the Original Credit Agreement.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK



Authorized Signatory



Authorized Signatory

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER(s):

Signed	<u>Kavinder Dhillon</u>	Accepted	_____
	Authorized Signatory		Date

Borrower: LABTEST CERTIFICATION INC.

GUARANTOR(s):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

Signed	<u>Kavinder Dhillon</u>	Accepted	_____
	Authorized Signatory		Date

Guarantor: KAVINDER SINGH DHILLON

Signed	<u>Kavinder Dhillon</u>	Accepted	_____
	Authorized Signatory		Date

Authorized Signatory

Date

Authorized Signatory

Date

Authorized Signatory

Date

2024 12 30 - Amendment to Credit Agreement - Labtest Certification Inc. (RE LOC bulge) (002).pdf

Final Audit Report

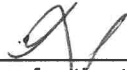
2024-12-30

Created:	2024-12-30
By:	Cheryl Chiang (Cheryl.Chiang@cwbank.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2Em2B5Q7je15r8Wh_YNX9NpP_pkRbtIw

"2024 12 30 - Amendment to Credit Agreement - Labtest Certification Inc. (RE LOC bulge) (002).pdf" History

-  Document created by Cheryl Chiang (Cheryl.Chiang@cwbank.com)
2024-12-30 - 11:50:44 PM GMT- IP address: 72.142.54.174
-  Document emailed to Kavinder Dhillon (kdhillon@labtestcert.com) for signature
2024-12-30 - 11:52:33 PM GMT
-  Email viewed by Kavinder Dhillon (kdhillon@labtestcert.com)
2024-12-30 - 11:55:24 PM GMT- IP address: 174.1.88.71
-  Document e-signed by Kavinder Dhillon (kdhillon@labtestcert.com)
Signature Date: 2024-12-30 - 11:56:55 PM GMT - Time Source: server- IP address: 174.1.88.71
-  Agreement completed.
2024-12-30 - 11:56:55 PM GMT

This is **Exhibit "D"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be 'A', is written over a horizontal line.

A Commissioner for the taking of Affidavits for
British Columbia

Notice of amalgamation and name change

Canadian Western Bank

On March 1, 2025 Canadian Western Bank and National Bank of Canada amalgamated and continued as one bank under the name National Bank of Canada. Any reference in the attached document(s) to “Canadian Western Bank” is hereby deemed to be amended to refer to “National Bank of Canada”.



CREDIT AMENDMENT/RENEWAL AGREEMENT

05 March 2025

LABTEST CERTIFICATION INC.

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to confirm the amendment and/or renewal of the credit agreement (the "Original Credit Agreement") between us and

LABTEST CERTIFICATION INC.

("you" or "your"), regarding the Loan/Loans on the terms set out in this Agreement.

Considering the arrangements between you and us in both this Agreement and in the Original Credit Agreement, you agree as follows:

Amendment

1. You agree that the Original Credit Agreement dated 08 May 2024 shall be amended as follows:

(a) Loan 533983 - Section Loan Amount of the Original Credit Agreement is amended as follows:

Further extension of the \$200,000.00 Business Line of Credit bulge to April 30, 2025. (current bulge expires February 28, 2025).

(b) Loan 533983 - Section Fees of the Original Credit Agreement is amended as follows:

\$500 bulge extension fee will be deducted from account ending 2542.

2. For the purposes of this Agreement, the Original Credit Agreement is defined to include any amendments or renewals that have been agreed to in writing between the parties since the date of the Original Credit Agreement. This Agreement amends the Original Credit Agreement and, accordingly, the term "Agreement" as defined in the Original Credit Agreement shall refer to the Agreement as amended by this Agreement. The Original Credit Agreement will continue to have full force and effect and no change will be made to it other than as described in writing in this Agreement.
3. You confirm the representations and warranties made in the Original Credit Agreement remain true and accurate as of the date of this Agreement.

4. General Legal Provisions

- (a) Terms defined in the Original Credit Agreement have the same meaning when used in this Agreement, unless this Agreement states otherwise. The section headings in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
- (b) This Agreement may be signed in one or more counterparts, each of which when so executed and when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (including in PDF format) shall be as effective as delivery of an originally signed document.
- (c) This Agreement is governed by the laws specified in the Original Credit Agreement.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

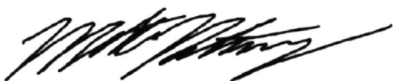
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK

 Authorized Signatory



 Authorized Signatory

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER(s):

Signed Kavinder Dhillon Accepted _____
 Authorized Signatory Date

Borrower: LABTEST CERTIFICATION INC.

GUARANTOR(s):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

Signed Kavinder Dhillon Accepted _____
Authorized Signatory Date

Guarantor: KAVINDER SINGH DHILLON

Signed Kavinder Dhillon Accepted _____
Authorized Signatory Date

Guarantor: LABTEST CERTIFICATION ONTARIO INC.

Signed Kavinder Dhillon Accepted _____
Authorized Signatory Date

Guarantor: MUANALYSIS INC.

Signed Kavinder Dhillon Accepted _____
Authorized Signatory Date

Guarantor: GOSHU PRODUCTS/SERVICES INC.

Signed Kavinder Dhillon Accepted _____
Authorized Signatory Date

Guarantor: 2842878 ONTARIO INC.

Credit Agreement Amendment

Final Audit Report

2025-03-11

Created:	2025-03-07
By:	Cheryl Chiang (Cheryl.Chiang@cwbank.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGxPXilhMEEwM8LV3YGtwAbmO1z63QGxh

"Credit Agreement Amendment" History

-  Document created by Cheryl Chiang (Cheryl.Chiang@cwbank.com)
2025-03-07 - 0:35:39 AM GMT- IP address: 208.38.20.91
-  Document emailed to Kavinder Dhillon (kdhillon@labtestcert.com) for signature
2025-03-07 - 0:36:41 AM GMT
-  Email viewed by Kavinder Dhillon (kdhillon@labtestcert.com)
2025-03-07 - 5:11:53 AM GMT- IP address: 174.1.88.71
-  Kavinder Dhillon (kdhillon@labtestcert.com) entered valid password assigned by the sender.
2025-03-07 - 5:12:15 AM GMT
-  Kavinder Dhillon (kdhillon@labtestcert.com) entered valid password assigned by the sender.
2025-03-11 - 9:48:51 PM GMT
-  Document e-signed by Kavinder Dhillon (kdhillon@labtestcert.com)
Signature Date: 2025-03-11 - 9:49:45 PM GMT - Time Source: server- IP address: 206.116.22.88
-  Agreement completed.
2025-03-11 - 9:49:45 PM GMT

This is **Exhibit "E"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

January 15, 2025

LABTEST CERTIFICATION INC.
205 - 8291 92 ST
DELTA, BRITISH COLUMBIA
V4G 0A4

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer LABTEST CERTIFICATION INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 545983

CWB Business Credit Card to a maximum of \$10,000.00 USD.

Use of the word, "Loan" in this Agreement means this loan.

LOAN PARTIES:

You are the borrower.

KAVINDER SINGH DHILLON, LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC., and 2842878 ONTARIO INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 545983

The CWB Business Credit Card can only be used to run your day-to-day business operations.

INTEREST RATES:

Loan 545983

The CWB Business Credit Card is subject to the interest rate and fees described under the credit card agreement that you sign when credit cards are issued.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of LABTEST

CERTIFICATION INC.'s present and after acquired property;

- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us;
- d. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- e. Assignment and Postponement of Creditors Claim executed by LABTEST CERTIFICATION ONTARIO INC.;
- f. Full Liability Guarantee from MU ANALYSIS INC. guaranteeing all of your indebtedness to us;
- g. Environmental Indemnity executed by MU ANALYSIS INC.;
- h. Assignment and Postponement of Creditors Claim executed by MU ANALYSIS INC.;
- i. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us;
- j. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- k. Assignment and Postponement of Creditors Claim executed by KAVINDER SINGH DHILLON;
- l. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us;
- m. Environmental Indemnity executed by GOSHU PRODUCTS/SERVICES INC.;
- n. Assignment and Postponement of Creditors Claim executed by GOSHU PRODUCTS/SERVICES INC.;
- o. Full Liability Guarantee from 2842878 ONTARIO INC. guaranteeing all of your indebtedness to us;
- p. Environmental Indemnity executed by 2842878 ONTARIO INC.;
- q. Assignment and Postponement of Creditors Claim executed by 2842878 ONTARIO INC.;
- r. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

Terms and Conditions per Credit Card Agreement.

**REPORTING
REQUIREMENTS:**

You agree:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Combined report to be provided within 120 days of year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC.
- b. to provide CRA Statement of Account confirming no tax arrears The Internally Prepared report to be provided within 120 days of year end by LABTEST CERTIFICATION INC.

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

**CONDITIONS TO
ADVANCES:**

- a. Completion of Business Credit Card Application.

CREDITOR INSURANCE: N/A

OUR LAWYER: If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW: This Agreement will be interpreted in accordance with and governed by the laws of the Province of BRITISH COLUMBIA.

SCHEDULE(S): The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

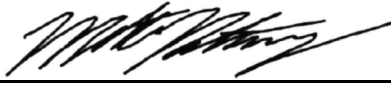
This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK

Authorized Signatory



Authorized Signatory

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

KAVINDER SINGH DHILLON

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

LABTEST CERTIFICATION ONTARIO INC.

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

MUANALYSIS INC.

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

GOSHU PRODUCTS/SERVICES INC.

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

2842878 ONTARIO INC.

Signed Kavinder Dhillon
Authorized Signatory

Accepted Jan 15, 2025
Date

SCHEDULE "A"

STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

1.1. **Non-Financial Covenants.** You agree:

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

specified in this Agreement.

1.3. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.4. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.5. **Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

1.6. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.7. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.8. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.2. **Interest Rate.** You will pay interest on each Loan at the rate

- 1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.
- 1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.
- You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.
- 1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.

1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.

1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.

1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.

1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.

1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.

1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").

1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
 Net profit after tax
 + amortization/depreciation
 + all interest expenses
 + all taxes
 = EBITDA
 Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or "NOI" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) — actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income — the greater of 5% Vacancy or actual vacancy = Effective Gross Income — unrecoverable operating expenses = Net Rental Income

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES

- US Business Credit Card limit subject to the Terms and Conditions on the Business Credit Card Application.

Appendix A

2025 01 15 - CA Labtest CC

Final Audit Report

2025-01-16

Created:	2025-01-15
By:	Cheryl Chiang (Cheryl.Chiang@cwbank.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAczobneD4Qlb1XpFhrN1lmeQ7c1m8wvfE

"2025 01 15 - CA Labtest CC" History

-  Document created by Cheryl Chiang (Cheryl.Chiang@cwbank.com)
2025-01-15 - 10:43:21 PM GMT- IP address: 208.38.20.91
-  Document emailed to Kavinder Dhillon (kdhillon@labtestcert.com) for signature
2025-01-15 - 10:45:04 PM GMT
-  Email viewed by Kavinder Dhillon (kdhillon@labtestcert.com)
2025-01-16 - 6:14:51 AM GMT- IP address: 174.1.88.71
-  Document e-signed by Kavinder Dhillon (kdhillon@labtestcert.com)
Signature Date: 2025-01-16 - 6:15:16 AM GMT - Time Source: server- IP address: 174.1.88.71
-  Agreement completed.
2025-01-16 - 6:15:16 AM GMT

This is **Exhibit "F"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be 'JP', is written above a horizontal line.

A Commissioner for the taking of Affidavits for
British Columbia

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

LABTEST CERTIFICATION ONTARIO INC.
Suite 800 150 YORK ST.
TORONTO ONTARIO M5H 3S5

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer LABTEST CERTIFICATION ONTARIO INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533986

Demand Operating Loan up to the maximum amount of \$100,000.00.

Loan 533987

CWB Business Credit Card to a maximum of \$50,000.00.

Use of the word "Loans" in this Agreement, means each of these loans, and if there are two or more types of loans, "Loan" may refer to any one loan.

LOAN PARTIES:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., and KAVINDER SINGH DHILLON are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533986

The Demand Operating Loan can only be used to run your day-to-day business operations.

Loan 533987

The CWB Business Credit Card can only be used to run your day-to-day business operations.

INTEREST RATES:

Loan 533986

The Loan is subject to an interest rate of 1.50% per year above our Prime Rate.

Loan 533987

The CWB Business Credit Card is subject to the interest rate and fees described under the credit card agreement that you sign when credit cards are issued.

As of today's date, our Prime Rate of interest is 7.20%.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 533986

Demand Operating Loan: in multiple draws.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533986

Demand Operating Loan: interest only payments made monthly.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.
- e. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVICES INC.
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- g. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- h. Environmental Indemnity - acknowledged by GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Environmental Indemnity - acknowledged by LABTEST CERTIFICATION INC. 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and

- k. Full Liability Guarantee from MU ANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- l. Environmental Indemnity executed by MU ANALYSIS INC.;
- m. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- n. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- o. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- p. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- q. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

You may prepay the outstanding balance of any Loans which are not subject to a fixed interest rate at any time without incurring additional charges or penalties.

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

REPORTING REQUIREMENTS:

You agree:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- b. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- d. to provide us with your Balance Sheet and Income Statement for the applicable reporting

period.

The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..

- e. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.

The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- f. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.

The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.

- g. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION INC..

- h. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by MUANALYSIS INC..

- i. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- j. to provide the Bank with an aged listing of accounts payable for the applicable reporting period.

The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- k. to provide the Bank with an aged listing of accounts receivable for the applicable reporting period.

The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

LOAN CONDITIONS:

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICES INC.
- b. An additional credit condition is applicable to each LOC as follows: As an ongoing condition of credit in the event the Operating Loan/Line of Credit does not revolve in a manner satisfactory to the Bank CWB may in its sole discretion place the loan on a reducing basis or take other actions as it deems necessary

CONDITIONS TO ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.
- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist

financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;

- c. All of the documents required under this Agreement have been signed, delivered to our

lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;

- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of ONTARIO.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.



(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

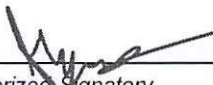
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory



Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted 16 MAY 2024

Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

MUANALYSIS INC.

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted 16 MAY 2024

Date

LABTEST CERTIFICATION INC.

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted 16 MAY 2024

Date

GOSHU PRODUCTS/SERVICES INC.

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

16 MAY 2024
Date

KAVINDER SINGH DHILLON

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

16 MAY 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL**

- 1.1. Non-Financial Covenants.** You agree:
- (a) to pay all amounts when due under this Agreement;
 - (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
 - (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
 - (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
 - (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
 - (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
 - (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
 - (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
 - (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
 - (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
 - (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.
- 1.2. Interest Rate.** You will pay interest on each Loan at the rate specified in this Agreement.
- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.
- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.
- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.
- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.
- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.
- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

- 1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.
- 1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.
- 1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below.
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
 - (c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolution Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

- 1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.
- 1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.
- 1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.
- 1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.
- 1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").
- 1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force and effect as amended or altered.

ARTICLE 2 – DEFINITIONS

- 2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"**Accounting Changes**" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"**Agreement**" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"**Business Day**" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"**Cash Flow Coverage Ratio**" means for any fiscal year the ratio of X to Y where:



X =
 Net profit after tax
 + amortization/depreciation
 + all interest expenses
 + all taxes
 = EBITDA

Y =
 All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"*Current Assets*" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"*Current Liabilities*" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"*Current Ratio*" means the ratio of Current Assets to Current Liabilities.

"*CWB Branch/Centre*" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"*Debt to Tangible Net Worth Ratio*" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"*Demand Non-Revolving Loan*" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"*Eligible Inventory*" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"*Electronic Funds Transfer*" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"*Fixed Rate Loan*" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"*Letter of Credit*" or "*L/C*" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"*Lien*" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"*Loan Amount*" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"*Monthly Statement of Borrowing Limit*" means the CWB form by that name, as it may from time to time be changed.

"*Net Operating Income*" or "*NOI*" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"*Net Rental Income*" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income



"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES****REVOLVING TERMS THAT APPLY TO YOUR DEMAND OPERATING LOAN**

Regarding any Demand Operating Loan under this Agreement where the outstanding balance will revolve up and down on a day-to-day basis, you agree as follows:

1. We may advance or re-advance funds to you from time to time under the Demand Operating Loan by crediting the account that you maintain with us, which you may designate if you have more than one account with us. Advances or re-advances will be in such amounts as required to meet any outstanding payments, including pending withdrawals and directions to pay, from your accounts with us.
2. You agree that the amount owing under the Demand Operating Loan will never exceed the credit limit described in this Agreement and that we have no obligation to honour any request for funds which could result in the outstanding balance to exceed the credit limit. If the amount owing ever exceeds the Demand Operating Loan credit limit, an overdraft will occur and, in addition to the other terms that we impose regarding overdraft balances, we may, in our sole discretion, impose on the overdraft amount, and you agree to pay, an interest rate equal to our highest overdraft interest rate that we establish and publish from time to time that we charge on overdraft balances, even though such interest rate may be higher than any interest rate set out in this Agreement, with interest on overdue interest at the same overdraft interest rate.
3. You authorize us to debit your accounts that you maintain with us to pay amounts outstanding under this Agreement, including interest, principal, administration fees and costs related to the preparation, perfection and enforcement of this Agreement and any security or other loan documents that we hold, which are described in this Agreement, and to the recovery of amounts outstanding under the Loan(s), all of which fees and costs you agree to pay on demand with interest after demand at the interest rate charged under the Demand Operating Loan, with interest on overdue interest at the same interest rate. All money that we receive to repay your indebtedness to us, whether such debt is interest, principal, fees or other costs, may be applied and allocated by us, at our sole discretion, to such parts of your debt as we see fit.
4. The credit limit of the Demand Operating Loan includes our liability or contingent liability under any letters of credit or letters of guarantee that we issue in your favour.
5. You will pay our commission and all other costs and expenses paid or incurred by us regarding the L/Cs and interest, where chargeable.

Appendix A

FEE ADDENDUM

ADDITIONAL TERMS & CONDITIONS

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- | | | | | |
|----|------|---|----|--|
| a) | A(n) | <input type="text" value="Admin Fee - Discharge Collateral"/> | of | <input type="text" value="\$ 500.00"/> |
| b) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| c) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| d) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| e) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

This is **Exhibit "G"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CREDIT AMENDMENT/RENEWAL AGREEMENT

24 July 2024

LABTEST CERTIFICATION ONTARIO INC.

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to confirm the amendment and/or renewal of the credit agreement (the "Original Credit Agreement") between us and

LABTEST CERTIFICATION ONTARIO INC.

("you" or "your"), regarding the Loan/Loans on the terms set out in this Agreement.

Considering the arrangements between you and us in both this Agreement and in the Original Credit Agreement, you agree as follows:

Amendment

1. You agree that the Original Credit Agreement dated 08 May 2024 shall be amended as follows:

(a) Loan 533986 & 533987 - Section Loan Parties of the Original Credit Agreement is amended as follows:

Addition:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., KAVINDER SINGH DHILLON and 2842878 ONTARIO Inc. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

Deletion:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., and KAVINDER SINGH DHILLON are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

(b) Loan 533986 & 533987 - Section Security and Supporting Documents of the Original Credit Agreement is amended as follows:

Addition:

a. General Security Agreement providing a first security interest in all of your present and after acquired property; 2842878 ONTARIO Inc.;

- b. Full Liability Guarantee from 2842878 ONTARIO Inc. guaranteeing all of your indebtedness to us; includes Assignment and Postponement of Creditors Claims;
- c. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 2520 & 2528 Bristol Circle, Oakville, ON, L6H 5S1 and legally described as PCL BLK 2-11, & BLK 2-10 SEC 20M492, PT BLK 2, PL 20M492, Part 8 & 64/ Part 7 & 63, 20R9192, S/T H396405/396401, S/T H395923 Oakville Together with an interest in common property;
- d. Assignment of rent and lease - 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON;
- e. Environmental Indemnity - acknowledged by LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., KAVINDER SINGH DHILLON and 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON

(c) Loan 533986 & 533987 - Section Reporting Requirements of the Original Credit Agreement is amended as follows:

Addition:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by 2842878 ONTARIO Inc.

(d) Loan 533986 & 533987 - Section Loan Conditions of the Original Credit Agreement is amended as follows:

Addition:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., GOSHU PRODUCT/SERVICES INC., and 2842878 ONTARIO Inc.

Deletion:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC AND GOSHU PRODUCT/SERVICES INC.

2. For the purposes of this Agreement, the Original Credit Agreement is defined to include any amendments or renewals that have been agreed to in writing between the parties since the date of the Original Credit Agreement. This Agreement amends the Original Credit Agreement and, accordingly, the term "Agreement" as defined in the Original Credit Agreement shall refer to the Agreement as amended by this Agreement. The Original Credit Agreement will continue to have full force and effect and no change will be made to it other than as described in writing in this Agreement.
3. You confirm the representations and warranties made in the Original Credit Agreement remain true and accurate as of the date of this Agreement.
4. General Legal Provisions
 - (a) Terms defined in the Original Credit Agreement have the same meaning when used in this Agreement, unless this Agreement states otherwise. The section headings in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
 - (b) This Agreement may be signed in one or more counterparts, each of which when so executed and when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (including in PDF format) shall be as effective as delivery of an originally signed document.
 - (c) This Agreement is governed by the laws specified in the Original Credit Agreement.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory
Amit Garg, AVP BD



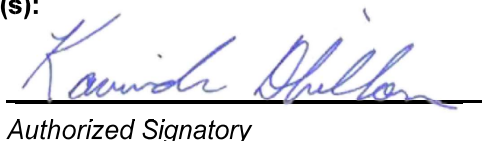
Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER(s):

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

Borrower:

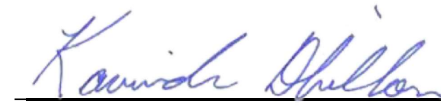
LABTEST CERTIFICATION ONTARIO INC.

GUARANTOR(s):

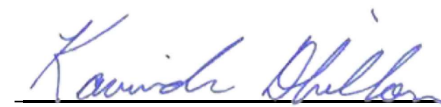
Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: MUANALYSIS INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

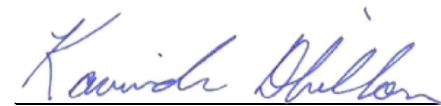
Guarantor: LABTEST CERTIFICATION INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: GOSHU PRODUCTS/SERVICES INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: KAVINDER SINGH DHILLON

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: 2842878 ONTARIO INC.

This is **Exhibit "H"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a vertical line and a small flourish at the top.

A Commissioner for the taking of Affidavits for
British Columbia

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

GOSHU PRODUCTS/SERVICES INC.
205 – 8291 92 ST.
DELTA, BRITIS COLUMBIA V4G 0A4

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer GOSHU PRODUCTS/SERVICES INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533970

Demand Collateral Mortgage Loan up to a maximum amount of \$7,500,000.00.

Use of the word, "Loan" in this Agreement means this loan.

LOAN PARTIES:

You are the borrower.

LABTEST CERTIFICATION ONTARIO INC., KAVINDER SINGH DHILLON, MUANALYSIS INC., and LABTEST CERTIFICATION INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533970

The Demand Collateral Mortgage Loan can only be used for Payout PHL and ETO.

INTEREST RATES:

Loan 533970

The Loan is based on the following interest rates, subject to availability of funds and any changes to the interest rates from today's date to the date you request an advance: Floating interest rates are available. If you would prefer a Floating Rate Loan, please contact us for more information before signing this Agreement.

TERM	INTEREST RATE	INITIAL CHOICE OF TERM
2 Years	6.46%	

The fixed interest rates described above are only available for the identified term and will expire when the term expires. At the expiry of the fixed interest rate term, unless repaid or we agree to renew it under a new fixed interest rate, your loan will be automatically renewed as an open term, floating rate loan at an interest rate of 3% per year above our Prime Rate.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 533970

Demand Collateral Mortgage Loan: in one lump sum payment or in multiple draws upon fulfilment of Conditions to Advance listed in this agreement.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533970

Demand Collateral Mortgage Loan:

- in equal blended monthly payments.

Payments that reduce outstanding principal are based on an amortization of 300 months.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

FEES:

You agree to pay us the following fees in connection with the Loans:

Loan 533970

- a. An initial application fee of \$15,000.00 was paid to us at the time of application. A further application fee of \$19,000.00 must be paid to us when you sign this agreement. The application fee is non-refundable and is intended to cover the costs expended by us so far.
- b. A late reporting fee of \$500.00 payable on demand, for each month that a required report is provided late.
- c. An annual review fee of \$2,000.00 each year, payable on the date requested by us in conjunction with the annual review (based on your fiscal year-end financial statements) to renew outstanding Loans.

All other fees charged by us from time to time to administer, manage, or operate the Loans, which fees are payable to cover our time, effort and expense associated with a particular administrative task, request or document.

Additional Fees as per the attached Fee Addendum are applicable.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.

- e. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- g. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVICE INC.
- h. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Environmental Indemnity - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- k. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- l. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- m. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- n. Full Liability Guarantee from MUANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- o. Environmental Indemnity executed by MUANALYSIS INC.;
- p. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- q. Environmental Indemnity executed by LABTEST CERTIFICATION INC.;
- r. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.



**REPORTING
REQUIREMENTS:**

You agree

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..
- b. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by MUANALYSIS INC..
- d. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..
- e. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- f. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.
The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.
- g. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- h. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC.
- i. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

LOAN
CONDITIONS:

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICES INC

CONDITIONS TO
ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this

Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.

- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;
- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. Advances to related parties and shareholders outside of the Bank's borrowing group, herein consisting of: LABTEST CERTIFICATION INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC, and LABTEST CERTIFICATION ONTARIO INC, are not permitted without prior written consent of the bank.
- g. You provide us the following from time to time as required by us:

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of BRITISH COLUMBIA.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are



agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this



carefully as it specifies things you can and cannot do while this Agreement is in effect); and

- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

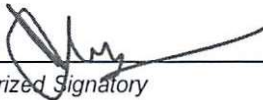
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory



Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted MAY 16, 2024

Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

LABTEST CERTIFICATION ONTARIO INC.

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted MAY 16, 2024

Date

KAVINDER SINGH DHILLON

Signed 

Authorized Signatory **KAVINDER
DHILLON**

Accepted MAY 16, 2024

Date

MUANALYSIS INC.

Signed

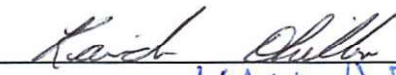

Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

LABTEST CERTIFICATION INC.

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL****1.1. Non-Financial Covenants. You agree:**

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

1.2. Interest Rate. You will pay interest on each Loan at the rate

specified in this Agreement.

- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

- 1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.
- 1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.
- 1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below.
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
 - (c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

- 1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.
- 1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.
- 1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.
- 1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.
- 1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").
- 1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

- 2.1. **Definitions.** In this Agreement, the following terms have the following meanings:
- "**Accounting Changes**" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.
- "**Agreement**" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.
- "**Business Day**" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.
- "**Cash Flow Coverage Ratio**" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA
Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or "NOI" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES**

Appendix A

FEE ADDENDUM

ADDITIONAL TERMS & CONDITIONS

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- | | | | | |
|----|------|---|----|--|
| a) | A(n) | <input type="text" value="Admin Fee - Discharge Collateral"/> | of | <input type="text" value="\$ 500.00"/> |
| b) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| c) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| d) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| e) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

This is **Exhibit "I"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CREDIT AMENDMENT/RENEWAL AGREEMENT

24 July 2024

GOSHU PRODUCTS/SERVICES INC.

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to confirm the amendment and/or renewal of the credit agreement (the "Original Credit Agreement") between us and

GOSHU PRODUCTS/SERVICES INC.

("you" or "your"), regarding the Loan/Loans on the terms set out in this Agreement.

Considering the arrangements between you and us in both this Agreement and in the Original Credit Agreement, you agree as follows:

Amendment

1. You agree that the Original Credit Agreement dated 08 May 2024 shall be amended as follows:

(a) Loan 533970 - Section Loan Parties of the Original Credit Agreement is amended as follows:

Addition:

You are the borrower.

LABTEST CERTIFICATION ONTARIO INC., KAVINDER SINGH DHILLON, MUANALYSIS INC., LABTEST CERTIFICATION INC. and 2842878 ONTARIO Inc. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

Deletion:

You are the borrower.

LABTEST CERTIFICATION ONTARIO INC., KAVINDER SINGH DHILLON, MUANALYSIS INC., LABTEST CERTIFICATION INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

(b) Loan 533970 - Section Security and Supporting Documents of the Original Credit Agreement is amended as follows:

Addition:

a. General Security Agreement providing a first security interest in all of your present and after acquired property; 2842878 ONTARIO Inc.;

- b. Full Liability Guarantee from 2842878 ONTARIO Inc. guaranteeing all of your indebtedness to us; includes Assignment and Postponement of Creditors Claims;
- c. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 2520 & 2528 Bristol Circle, Oakville, ON, L6H 5S1 and legally described as PCL BLK 2-11, & BLK 2-10 SEC 20M492, PT BLK 2, PL 20M492, Part 8 & 64/ Part 7 & 63, 20R9192, S/T H396405/396401, S/T H395923 Oakville Together with an interest in common property;
- d. Assignment of rent and lease - 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON;
- e. Environmental Indemnity - acknowledged by LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., KAVINDER SINGH DHILLON and 2842878 ONTARIO Inc. 2520 & 2528 Bristol Circle, Oakville, ON

(c) Loan 533970 - Section Reporting Requirements of the Original Credit Agreement is amended as follows:

Addition:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by 2842878 ONTARIO Inc.

(d) Loan 533970 - Section Loan Conditions of the Original Credit Agreement is amended as follows:

Addition:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC., GOSHU PRODUCT/SERVICES INC., and 2842878 ONTARIO Inc.

Deletion:

to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANAL YSIS INC AND GOSHU PRODUCT/SERVICES INC.

2. For the purposes of this Agreement, the Original Credit Agreement is defined to include any amendments or renewals that have been agreed to in writing between the parties since the date of the Original Credit Agreement. This Agreement amends the Original Credit Agreement and, accordingly, the term "Agreement" as defined in the Original Credit Agreement shall refer to the Agreement as amended by this Agreement. The Original Credit Agreement will continue to have full force and effect and no change will be made to it other than as described in writing in this Agreement.
3. You confirm the representations and warranties made in the Original Credit Agreement remain true and accurate as of the date of this Agreement.
4. General Legal Provisions
 - (a) Terms defined in the Original Credit Agreement have the same meaning when used in this Agreement, unless this Agreement states otherwise. The section headings in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
 - (b) This Agreement may be signed in one or more counterparts, each of which when so executed and when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means (including in PDF format) shall be as effective as delivery of an originally signed document.
 - (c) This Agreement is governed by the laws specified in the Original Credit Agreement.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK

Authorized Signatory



Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER(s):

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

Borrower:

GOSHU PRODUCTS/SERVICES INC.

GUARANTOR(s):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: MUANALYSIS INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: LABTEST CERTIFICATION INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: LABTEST CERTIFICATION ONTARIO INC.

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: KAVINDER SINGH DHILLON

Signed		Accepted	<u>July 30, 2024</u>
	<i>Authorized Signatory</i>		<i>Date</i>

Guarantor: 2842878 ONTARIO INC.

This is **Exhibit "J"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

July 24, 2024

2842878 ONTARIO INC.
SUITE 800, 150 YORK ST
TORONTO ON
M5H 3S5

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer 2842878 ONTARIO INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 538119

Demand Collateral Mortgage Loan up to a maximum amount of \$9,800,000.00.

Use of the word, "Loan" in this Agreement means this loan.

LOAN PARTIES:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., LABTEST CERTIFICATION ONTARIO INC., and KAVINDER SINGH DHILLON are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 538119

The Demand Collateral Mortgage Loan can only be used for Payout BDC MTG and share purchase.

INTEREST RATES:

Loan 538119

The Loan is based on the following interest rates, subject to availability of funds and any changes to the interest rates from today's date to the date you request an advance.

TERM	INTEREST RATE	INITIAL CHOICE OF TERM
2 Years	6.41%	

The fixed interest rates described above are only available for the identified term and will expire when the term expires. At the expiry of the fixed interest rate term, unless repaid or we agree to renew it under a new fixed interest rate, your loan will be automatically renewed as an open term, floating rate loan at an interest rate of 3% per year above our Prime Rate.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 538119

Demand Collateral Mortgage Loan: in one lump sum payment or in multiple draws upon fulfilment of Conditions to Advance listed in this agreement.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 538119

Demand Collateral Mortgage Loan:

- in equal blended monthly payments.

Payments that reduce outstanding principal are based on an amortization of 360 months.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

FEES:

You agree to pay us the following fees in connection with the Loans:

Loan 538119

- An application fee of \$36,000.00 will be deducted from the loan proceeds at time of funding. This application fee is non-refundable and is intended to cover the costs expended by us so far.
- A late reporting fee of \$500.00 payable on demand, for each month that a required report is provided late.
- An annual review fee of \$2,000.00 each year, payable on the date requested by us in conjunction with the annual review (based on your fiscal year-end financial statements) to renew outstanding Loans.
- An Admin Fee - Unit Lot / Release of \$500 per payout.

All other fees charged by us from time to time to administer, manage, or operate the Loans, which fees are payable to cover our time, effort and expense associated with a particular administrative task, request or document.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- Demand Collateral Mortgage in the principal amount of \$12,000,000.00 conveying a first fixed charge over property located at 2520 & 2528 BRISTOL CIRCLE, OAKVILLE, ON, L6H 5S1 and legally described as PCL BLK 2-11, & BLK 2-10 SEC 20M492, PT BLK 2,, PL 20M492, Part 8 & 64/ Part 7 & 63, 20R9192, S/T H396405/396401, S/T H395923 Oakville, together with Assignment of Rents and Leases;
- Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- General Security Agreement providing a first security interest in all of your present and after acquired property;

- d. General Security Agreement providing a first security interest in all of MUANALYSIS INC.'s present and after acquired property;
- e. General Security Agreement providing a first security interest in all of LABTEST CERTIFICATION INC.'s present and after acquired property;
- f. General Security Agreement providing a first security interest in all of GOSHU PRODUCTS/SERVICES INC.'s present and after acquired property;
- g. General Security Agreement providing a first security interest in all of LABTEST CERTIFICATION ONTARIO INC.'s present and after acquired property;
- h. Demand Collateral Mortgage in the principal amount of \$1,565,000.00 conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36, together with Assignment of Rent and Leases;
- i. Demand Collateral Mortgage in the principal amount of \$7,450,000.00 conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property, together with Assignment of Rent and Leases;
- j. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us;
- k. An Assignment & Postponement of Creditor's Claims executed by GOSHU PRODUCTS/SERVICES INC.;
- l. Environmental Indemnity executed by GOSHU PRODUCTS/SERVICES INC.;
- m. Full Liability Guarantee from MUANALYSIS INC. guaranteeing all of your indebtedness to us;
- n. An Assignment & Postponement of Creditor's Claims executed by MUANALYSIS INC.;
- o. Environmental Indemnity executed by MUANALYSIS INC.;
- p. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us;
- q. An Assignment & Postponement of Creditor's Claims executed by LABTEST CERTIFICATION INC.;
- r. Environmental Indemnity executed by LABTEST CERTIFICATION INC.;
- s. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us;
- t. An Assignment & Postponement of Creditor's Claims executed by LABTEST CERTIFICATION INC.;
- u. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- v. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us;
- w. An Assignment & Postponement of Creditor's Claims executed by KAVINDER SINGH DHILLON;
- x. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- y. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of

the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or

The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

**REPORTING
REQUIREMENTS:**

You agree:

- a. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC.
- b. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC.
- c. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC.
- d. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC.
- e. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC.
- f. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by 2842878 ONTARIO INC.
- g. to provide confirmation of paid property taxes on all properties mortgages by the Bank The Internally Prepared report to be provided 120 days after year end by 2842878 ONTARIO INC.
- h. to provide CRA Statement of Account confirming no tax arrears The Internally Prepared report to be provided 120 days after year end by 2842878 ONTARIO INC..
- i. to provide the Bank third (3rd) party leases at renewal. The Self Prepared report to be provided at renewal for the property held under 2842878 ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

**LOAN
CONDITIONS:**

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis with 2842878 ONTARIO INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. and LABTEST CERTIFICATION ONTARIO INC.

**CONDITIONS TO
ADVANCES:**

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status. We may from time to time request your most current CRA statement at our sole discretion. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.
- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;
- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:

Loan 538119

- i. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- ii. Evidence satisfactory to the Bank and/or solicitors constituting proof of ultimate ownership of 2842878 Ontario Inc.
- iii. Executed Share Purchase Agreement

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) After careful consideration, you confirm **(initial one of the following)**:

One or more Key Persons of the business are requesting us to provide more information, the premium costs and application forms regarding Creditor Group Insurance coverage.

OR

KD

The Key Persons of the business have declined/waived the opportunity to apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of ONTARIO.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

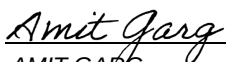
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



AMIT GARG

AVP, BUSINESS DEVELOPMENT



MARK GOURLEY

AVP & MANAGER, COMMERCIAL PORTFOLIO MANAGEMENT

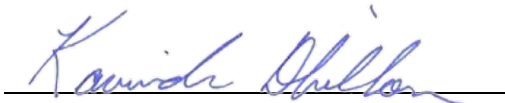
ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

2842878 ONTARIO INC.

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

MUANALYSIS INC.

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

LABTEST CERTIFICATION INC.

Signed



Authorized Signatory

Accepted

July 30, 2024

Date

GOSHU PRODUCTS/SERVICES INC.

Signed 
Authorized Signatory

Accepted July 30, 2024
Date

LABTEST CERTIFICATION ONTARIO INC.

Signed 
Authorized Signatory

Accepted July 30, 2024
Date

KAVINDER SINGH DHILLON

Signed 
Authorized Signatory

Accepted July 30, 2024
Date

SCHEDULE "A"

STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

1.1. **Non-Financial Covenants.** You agree:

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

specified in this Agreement.

1.3. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.4. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.5. **Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

1.6. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.7. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.8. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.2. **Interest Rate.** You will pay interest on each Loan at the rate

1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.

1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgage Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.

1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.

1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.

1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).

1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.

1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:

- (a) to any other Lender Entity;
- (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
- (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
- (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
- (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
- (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.

1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.

1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.

1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.

1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.

1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.

1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.

1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").

1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA
Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or "NOI" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES

Appendix A

This is **Exhibit "K"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

CROSS DEFAULT AGREEMENT

MADE the 31 day of July, 2024.

BETWEEN:

CANADIAN WESTERN BANK, a Canadian Chartered Bank having a branch and postal address at #103, 15230 Highway 10, Surrey, BC V3S 5K7
(hereinafter called the "**Bank**")

OF THE FIRST PART

AND:

2482878 ONTARIO INC. a company incorporated pursuant to the laws of Ontario with a registered office at Suite 800, 150 York Street, Toronto, ON M5H 3S5
(hereinafter called "**2482878**")

OF THE SECOND PART

AND:

GOSHU PRODUCTS/SERVICES INC. a company incorporated pursuant to the laws of British Columbia with a registered office at #205, 8291 92 Street, Delta, BC V4G 0A4
(hereinafter called "**Goshu**")

OF THE THIRD PART

AND:

LABTEST CERTIFICATION INC. a company incorporated pursuant to the laws of British Columbia with a registered office at #205, 8291 92 Street, Delta, BC V4G 0A4
(hereinafter called "**LCT**")

OF THE FOURTH PART

AND:

LABTEST CERTIFICATION ONTARIO INC. a corporation incorporated pursuant to the laws of Ontario with a registered office at 150 York Street, Suite 800, Toronto ON M5H 3S5
(hereinafter called "**LCOI**")

OF THE FIFTH PART

WHEREAS:

- A. The Bank has extended credit and credit facilities to 2482878 as set out in a commitment letter dated July 19, 2024 issued by the Bank to 2482878 and agreed to by 2482878, a copy of which commitment letter (the “**2482878 Letter**”) is attached as Schedule “A” to this Agreement;
- B. The Bank has extended credit and credit facilities to Goshu as set out in a commitment letter dated May 8, 2024, issued by the Bank to Goshu and agreed to by Goshu, copy of which commitment letter (the “**Goshu Letter**”) is attached as Schedule “B” to this Agreement;
- C. The Bank has extended credit and credit facilities to LCI as set out in a commitment letter dated May 8, 2024, issued by the Bank to LCI and agreed to by LCI, copy of which commitment letter (the “**LCI Letter**”) is attached as Schedule “C” to this Agreement;
- D. The Bank has extended credit and credit facilities to LCOI as set out in a commitment letter dated May 8, 2024, issued by the Bank to LCOI and agreed to by LCOI, copy of which commitment letter (the “**LCOI Letter**”) is attached as Schedule “D” to this Agreement
- E. 2482878 has granted security to the Bank as set out in and required by the 2482878 Letter, being Schedule “A” (the “**2482878 Security**”), and has agreed to comply with and abide by the terms and conditions and covenants set out therein;
- F. Goshu has granted security to the Bank as set out in and required by the Goshu Letter, being Schedule “B” (the “**Goshu Security**”), and has agreed to comply with and abide by the terms and conditions and covenants set out therein;
- G. LCI has granted security to the Bank as set out in and required by the LCI Letter, being Schedule “C” (the “**LCI Security**”), and has agreed to comply with and abide by the terms and conditions and covenants set out therein;
- H. LCOI has granted security to the Bank as set out in and required by the LCOI Letter, being Schedule “D” (the “**LCOI Security**”), and has agreed to comply with and abide by the terms and conditions and covenants set out therein.

WITNESS that in consideration of the sum of \$10.00 and other good and valuable consideration now paid by the Bank to each of 2482878, Goshu, LCI and LCOI, and mutual covenants and conditions contained herein, the parties hereby agree as follows:

- 1. 2482878 hereby acknowledges and agrees with the Bank that default by Goshu, LCI and/or LCOI under the terms and conditions of the Goshu Letter being Schedule “B”, the LCI Letter being Schedule “C”, and the LCOI Letter being Schedule “D”, the Goshu Security, the LCI Security or the LCOI Security, shall constitute default by 2482878 under the terms and conditions of the 2482878 Letter being Schedule “A” hereto and the 2482878 Security, thereby entitling the Bank to enforce the 2482878 Security and make demand for repayment of the credit facilities extended to 2482878 and proceed as if and to the same extent as if there have been actual default by 2482878 under the terms and conditions of the 2482878 Letter set out in Schedule “A” or the 2482878 Security.
- 2. Goshu hereby acknowledges and agrees with the Bank that default by 2482878, LCI and/or LCOI under the terms and conditions of the 2482878 Letter being Schedule “A”, the LCI

Letter being Schedule "C", the 2482878 Security, the LCI Security or the LCOI Security, shall constitute default by Goshu under the terms and conditions of the Goshu Letter being Schedule "B" hereto and the Goshu Security thereby entitling the Bank to enforce the Goshu Security and make demand for repayment of the credit facilities extended to Goshu and proceed as if and to the same extent as if there have been actual default by Goshu under the terms and conditions of the Goshu Letter set out in Schedule "B" or the Goshu Security.

3. LCI hereby acknowledges and agrees with the Bank that default by 2482878, Goshu and/or LCOI under the terms and conditions of the 2482878 Letter being Schedule "A", the Goshu Letter being Schedule "B", the LCOI Letter being Schedule "D", the 2482878 Security, the Goshu Security or the LCOI Security, shall constitute default by LCI under the terms and conditions of the LCI Letter being Schedule "C" hereto and the LCI Security thereby entitling the Bank to enforce the LCI Security and make demand for repayment of the credit facilities extended to LCI and proceed as if and to the same extent as if there have been actual default by LCI under the terms and conditions of the LCI Letter set out in Schedule "C" or the LCI Security
4. LCOI hereby acknowledges and agrees with the Bank that default by 2482878, Goshu and/or LCI under the terms and conditions of the 2482878 Letter being Schedule "A", the Goshu Letter being Schedule "B", the LCI Letter being Schedule "C", the 2482878 Security, the Goshu Security or the LCI Security, shall constitute default by LCOI under the terms and conditions of the LCOI Letter being Schedule "D" hereto and the LCOI Security thereby entitling the Bank to enforce the LCOI Security and make demand for repayment of the credit facilities extended to LCOI and proceed as if and to the same extent as if there have been actual default by LCOI under the terms and conditions of the LCOI Letter set out in Schedule "D" or the LCOI Security
5. This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such agreement or facsimile so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
6. This Agreement and each of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto submit and attorn to the jurisdiction of the Courts of the Province of British Columbia.
8. 2482878, Goshu, LCI and LCOI represent and warrant to the Bank that all appropriate resolutions, consents and assurances have been obtained and that this Agreement has been duly authorized, executed and delivered to the Bank.

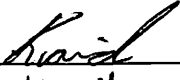
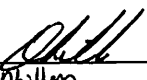
(SIGNATURES TO FOLLOW ON NEXT PAGE)

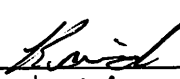
IN WITNESS WHEREOF the parties hereto have hereunto duly executed this Agreement as of the day and year first above written.

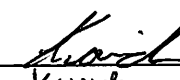
CANADIAN WESTERN BANK
by its authorized signatory:

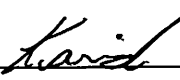
Per: _____

2482878 ONTARIO INC.
by its authorized signatory:

Per:  
Kavinder Dhilwan
GOSHU PRODUCTS/SERVICES INC.
by its authorized signatory:

Per:  
Kavinder Dhilwan
LABTEST CERTIFICATION INC.
by its authorized signatory:

Per:  
Kavinder Dhilwan
LABTEST CERTIFICATION ONTARIO INC.
by its authorized signatory:

Per:  
Kavinder Dhilwan

SCHEDULE "A"**COMMITMENT LETTER OF 2482878 ONTARIO INC.**

CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

July 19, 2024

2842878 ONTARIO INC.
SUITE 800, 150 YORK ST
TORONTO ON
M5H 3S5

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer 2842878 ONTARIO INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 538119

Demand Collateral Mortgage Loan up to a maximum amount of \$9,800,000.00.

Use of the word, "Loan" in this Agreement means this loan.

LOAN PARTIES:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., LABTEST CERTIFICATION ONTARIO INC., and KAVINDER SINGH DHILLON are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 538119

The Demand Collateral Mortgage Loan can only be used for Payout BDC MTG and share purchase.

INTEREST RATES:

Loan 538119

The Loan is based on the following interest rates, subject to availability of funds and any changes to the interest rates from today's date to the date you request an advance.

TERM	INTEREST RATE	INITIAL CHOICE OF TERM
2 Years	6.41%	

The fixed interest rates described above are only available for the identified term and will expire when the term expires. At the expiry of the fixed interest rate term, unless repaid or we agree to renew it under a new fixed interest rate, your loan will be automatically renewed as an open term, floating rate loan at an interest rate of 3% per year above our Prime Rate.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 538119

Demand Collateral Mortgage Loan: in one lump sum payment or in multiple draws upon fulfilment of Conditions to Advance listed in this agreement.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 538119

Demand Collateral Mortgage Loan:

- in equal blended monthly payments.

Payments that reduce outstanding principal are based on an amortization of 360 months.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

FEES:

You agree to pay us the following fees in connection with the Loans:

Loan 538119

- An application fee of \$36,000.00 will be deducted from the loan proceeds at time of funding. This application fee is non-refundable and is intended to cover the costs expended by us so far.
- A late reporting fee of \$500.00 payable on demand, for each month that a required report is provided late.
- An annual review fee of \$2,000.00 each year, payable on the date requested by us in conjunction with the annual review (based on your fiscal year-end financial statements) to renew outstanding Loans.
- An Admin Fee - Unit Lot / Release of \$500 per payout.

All other fees charged by us from time to time to administer, manage, or operate the Loans, which fees are payable to cover our time, effort and expense associated with a particular administrative task, request or document.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- Demand Collateral Mortgage in the principal amount of \$12,000,000.00 conveying a first fixed charge over property located at 2520 & 2528 BRISTOL CIRCLE, OAKVILLE, ON, L6H 5S1 and legally described as PCL BLK 2-11, & BLK 2-10 SEC 20M492, PT BLK 2., PL 20M492, Part 8 & 64/ Part 7 & 63, 20R9192, S/T H396405/396401, S/T H395923 Oakville, together with Assignment of Rents and Leases;
- Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- General Security Agreement providing a first security interest in all of your present and after acquired property;

- d. General Security Agreement providing a first security interest in all of MUANALYSIS INC.'s present and after acquired property;
- e. General Security Agreement providing a first security interest in all of LABTEST CERTIFICATION INC.'s present and after acquired property;
- f. General Security Agreement providing a first security interest in all of GOSHU PRODUCTS/SERVICES INC.'s present and after acquired property;
- g. General Security Agreement providing a first security interest in all of LABTEST CERTIFICATION ONTARIO INC.'s present and after acquired property;
- h. Demand Collateral Mortgage in the principal amount of \$1,565,000.00 conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36, together with Assignment of Rent and Leases;
- i. Demand Collateral Mortgage in the principal amount of \$7,450,000.00 conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property, together with Assignment of Rent and Leases;
- j. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us;
- k. An Assignment & Postponement of Creditor's Claims executed by GOSHU PRODUCTS/SERVICES INC.;
- l. Environmental Indemnity executed by GOSHU PRODUCTS/SERVICES INC.;
- m. Full Liability Guarantee from MUANALYSIS INC. guaranteeing all of your indebtedness to us;
- n. An Assignment & Postponement of Creditor's Claims executed by MUANALYSIS INC.;
- o. Environmental Indemnity executed by MUANALYSIS INC.;
- p. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us;
- q. An Assignment & Postponement of Creditor's Claims executed by LABTEST CERTIFICATION INC.;
- r. Environmental Indemnity executed by LABTEST CERTIFICATION INC.;
- s. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us;
- t. An Assignment & Postponement of Creditor's Claims executed by LABTEST CERTIFICATION INC.;
- u. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- v. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us;
- w. An Assignment & Postponement of Creditor's Claims executed by KAVINDER SINGH DHILLON;
- x. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- y. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of

the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or

The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

REPORTING REQUIREMENTS:

You agree:

- a. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.

The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC.

- b. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC.

- c. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC.

- d. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC.

- e. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.

The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC.

- f. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.

The Compilation Engagement report to be provided 120 days after year end by 2842878 ONTARIO INC.

- g. to provide confirmation of paid property taxes on all properties mortgages by the Bank The Internally Prepared report to be provided 120 days after year end by 2842878 ONTARIO INC.

- h. to provide CRA Statement of Account confirming no tax arrears The Internally Prepared report to be provided 120 days after year end by 2842878 ONTARIO INC..

- i. to provide the Bank third (3rd) party leases at renewal. The Self Prepared report to be provided at renewal for the property held under 2842878 ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

**LOAN
CONDITIONS:**

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis with 2842878 ONTARIO INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. and LABTEST CERTIFICATION ONTARIO INC.

**CONDITIONS TO
ADVANCES:**

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status. We may from time to time request your most current CRA statement at our sole discretion. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.
- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;
- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:

Loan 538119

- i. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- ii. Evidence satisfactory to the Bank and/or solicitors constituting proof of ultimate ownership of 2842878 Ontario Inc.
- iii. Executed Share Purchase Agreement

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) After careful consideration, you confirm ***(initial one of the following):***

☐

One or more Key Persons of the business are requesting us to provide more information, the premium costs and application forms regarding Creditor Group Insurance coverage.

OR

☐

The Key Persons of the business have declined/waived the opportunity to apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of ONTARIO.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)



ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK

Amit Garg
AMIT GARG
AVP, BUSINESS DEVELOPMENT

[Signature]
MARK GOURLEY
AVP & MANAGER, COMMERCIAL PORTFOLIO MANAGEMENT

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

2842878 ONTARIO INC.

Signed _____
Authorized Signatory

Accepted _____
Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

MUANALYSIS INC.

Signed _____
Authorized Signatory

Accepted _____
Date

LABTEST CERTIFICATION INC.

Signed _____
Authorized Signatory

Accepted _____
Date



GOSHU PRODUCTS/SERVICES INC.

Signed _____
Authorized Signatory

Accepted _____
Date

LABTEST CERTIFICATION ONTARIO INC.

Signed _____
Authorized Signatory

Accepted _____
Date

KAVINDER SINGH DHILLON

Signed _____
Authorized Signatory

Accepted _____
Date

SCHEDULE "A"

STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

1.1. Non-Financial Covenants. You agree:

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

1.2. Interest Rate. You will pay interest on each Loan at the rate

specified in this Agreement.

- 1.3. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

- 1.4. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

- 1.5. **Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

- 1.6. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

- 1.7. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

- 1.8. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. **Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgage Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. **Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. **Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. **Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. **Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. **Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

- 1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.
- 1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.
- 1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below.
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
 - (c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

- 1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.
- 1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.
- 1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.
- 1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.
- 1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").
- 1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

- 2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolver Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or **"L/C"** means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or **"NOI"** is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES

Appendix A

SCHEDULE "B"**COMMITMENT LETTER OF GOSHU PRODUCTS/SERVICES INC.**



CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

GOSHU PRODUCTS/SERVICES INC.
205 – 8291 92 ST.
DELTA, BRITIS COLUMBIA V4G 0A4

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer GOSHU PRODUCTS/SERVICES INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533970

Demand Collateral Mortgage Loan up to a maximum amount of \$7,500,000.00.

Use of the word, "Loan" in this Agreement means this loan.

LOAN PARTIES:

You are the borrower.

LABTEST CERTIFICATION ONTARIO INC., KAVINDER SINGH DHILLON, MUANALYSIS INC., and LABTEST CERTIFICATION INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533970

The Demand Collateral Mortgage Loan can only be used for Payout PHL and ETO.

INTEREST RATES:

Loan 533970

The Loan is based on the following interest rates, subject to availability of funds and any changes to the interest rates from today's date to the date you request an advance: Floating interest rates are available. If you would prefer a Floating Rate Loan, please contact us for more information before signing this Agreement.

TERM	INTEREST RATE	INITIAL CHOICE OF TERM
2 Years	6.46%	

The fixed interest rates described above are only available for the identified term and will expire when the term expires. At the expiry of the fixed interest rate term, unless repaid or we agree to renew it under a new fixed interest rate, your loan will be automatically renewed as an open term, floating rate loan at an interest rate of 3% per year above our Prime Rate.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 533970

Demand Collateral Mortgage Loan: in one lump sum payment or in multiple draws upon fulfilment of Conditions to Advance listed in this agreement.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533970

Demand Collateral Mortgage Loan:

- in equal blended monthly payments.

Payments that reduce outstanding principal are based on an amortization of 300 months.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

FEES:

You agree to pay us the following fees in connection with the Loans:

Loan 533970

- a. An initial application fee of \$15,000.00 was paid to us at the time of application. A further application fee of \$19,000.00 must be paid to us when you sign this agreement. The application fee is non-refundable and is intended to cover the costs expended by us so far.
- b. A late reporting fee of \$500.00 payable on demand, for each month that a required report is provided late.
- c. An annual review fee of \$2,000.00 each year, payable on the date requested by us in conjunction with the annual review (based on your fiscal year-end financial statements) to renew outstanding Loans.

All other fees charged by us from time to time to administer, manage, or operate the Loans, which fees are payable to cover our time, effort and expense associated with a particular administrative task, request or document.

Additional Fees as per the attached Fee Addendum are applicable.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.

- e. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- g. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVICE INC.
- h. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminster Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Environmental Indemnity - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminster Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- k. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- l. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- m. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- n. Full Liability Guarantee from MUANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- o. Environmental Indemnity executed by MUANALYSIS INC.;
- p. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- q. Environmental Indemnity executed by LABTEST CERTIFICATION INC.;
- r. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.



Form 1689 (W) [03/24]

**REPORTING
REQUIREMENTS:**

You agree

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..
- b. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by MUANALYSIS INC..
- d. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..
- e. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- f. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.
The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.
- g. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- h. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC.
- i. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

LOAN

CONDITIONS:

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICES INC

CONDITIONS TO

ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this

Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.

- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;
- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. Advances to related parties and shareholders outside of the Bank's borrowing group, herein consisting of: LABTEST CERTIFICATION INC., MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC, and LABTEST CERTIFICATION ONTARIO INC, are not permitted without prior written consent of the bank.
- g. You provide us the following from time to time as required by us:

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of BRITISH COLUMBIA.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are



agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this



carefully as it specifies things you can and cannot do while this Agreement is in effect); and

- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

**ACCEPTANCE:**

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

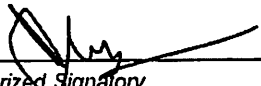
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK


Authorized Signatory

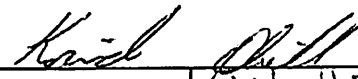

Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

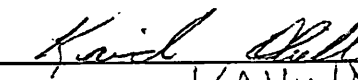
MAY 16, 2024
Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

LABTEST CERTIFICATION ONTARIO INC.

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

KAVINDER SINGH DHILLON

Signed


Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date



MUANALYSIS INC.

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

LABTEST CERTIFICATION INC.

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL**

- 1.1. Non-Financial Covenants.** You agree:
- (a) to pay all amounts when due under this Agreement;
 - (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
 - (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
 - (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
 - (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
 - (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
 - (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
 - (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
 - (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
 - (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
 - (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.
- 1.2. Interest Rate.** You will pay interest on each Loan at the rate specified in this Agreement.
- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.
- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.
- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.
- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.
- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.
- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.
- 1.2. Interest Rate.** You will pay interest on each Loan at the rate



- 1.9. Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at



any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.19. **Cumulative Rights.** The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.

1.20. **Waiver.** If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.

1.21. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

1.22. **Syndication.** We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.

1.23. **Accounting Changes.** If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.

1.24. **Conflicts.** The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.

1.25. **Assignment.** You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.

1.26. **Our Successors or Assigns.** Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").

1.27. **Amendments.** We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force and effect as amended or altered.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:



X =

Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o In respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o In respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag.
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or **"L/C"** means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or **"NOI"** is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income



"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.



Form 1659 (W) [03/24]

SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES**



Appendix A

**FEE ADDENDUM****ADDITIONAL TERMS & CONDITIONS**

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- | | | | | |
|----|------|---|----|--|
| a) | A(n) | <input type="text" value="Admin Fee - Discharge Collateral"/> | of | <input type="text" value="\$ 500.00"/> |
| b) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| c) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| d) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |
| e) | A(n) | <input type="text" value="-- Choose an item --"/> | of | <input type="text" value="\$ 0.00"/> |

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

SCHEDULE "C"**COMMITMENT LETTER OF LABTEST CERTIFICATION INC.**



CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

LABTEST CERTIFICATION INC.
3133 20800 WESTMINSTER HWY.
RICHMOND, BRITISH COLUMBIA V6V 2W3

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer LABTEST CERTIFICATION INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533983

Demand Operating Loan up to the maximum amount of \$500,000.00.

Loan 533985

CWB Business Credit Card to a maximum of \$100,000.00.

Use of the word "Loans" in this Agreement, means each of these loans, and if there are two or more types of loans, "Loan" may refer to any one loan.

LOAN PARTIES:

You are the borrower.

KAVINDER SINGH DHILLON, LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC., and GOSHU PRODUCTS/SERVICES INC. are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533983

The Demand Operating Loan can only be used to run your day-to-day business operations.

Loan 533985

The CWB Business Credit Card can only be used to run your day-to-day business operations.

INTEREST RATES:

Loan 533983

The Loan is subject to an interest rate of 1.50% per year above our Prime Rate.

Loan 533985

The CWB Business Credit Card is subject to the interest rate and fees described under the credit card agreement that you sign when credit cards are issued.

As of today's date, our Prime Rate of interest is 7.20%.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to follows:

Loan 533983

Demand Operating Loan: in multiple draws.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533983

Demand Operating Loan: interest only payments made monthly.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolving Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.
- e. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVINCE INC.
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- g. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- h. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Environmental Indemnity - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEPENT OF CREDITORS CLAIMS

- k. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- l. Full Liability Guarantee from LABTEST CERTIFICATION ONTARIO INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS
- m. Environmental Indemnity executed by LABTEST CERTIFICATION ONTARIO INC.;
- n. Full Liability Guarantee from MU ANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENTS AND POSTPONEMENT OF CREDITORS CLAIMS.
- o. Environmental Indemnity executed by MU ANALYSIS INC.;
- p. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- q. Environmental Indemnity executed by GOSHU PRODUCTS/SERVICES INC.;
- r. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

You may prepay the outstanding balance of any Loans which are not subject to a fixed interest rate at any time without incurring additional charges or penalties.

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

REPORTING REQUIREMENTS:

You agree:

- a. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- b. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by MUANALYSIS INC..
- d. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year
The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- e. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- f. to provide the Bank with an aged listing of accounts payable for the applicable reporting period.
The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- g. to provide the Bank with an aged listing of accounts receivable for the applicable reporting period.
The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- h. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- i. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..
- j. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..
- k. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.
The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

**LOAN
CONDITIONS:**

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICE INC.
- b. An additional credit condition is applicable to each LOC as follows: As an ongoing condition of credit in the event the Operating Loan/Line of Credit does not revolve in a manner satisfactory to the Bank, CWB may in its sole discretion, place the loan on a reducing basis or take other actions as it deems necessary.

CONDITIONS TO ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.



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- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith

- c. All of the documents required under this Agreement have been signed, delivered to our lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;
- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:
- g. Advances to related parties and shareholders outside the Bank's borrowing group, herein consisting of: LABEST CERTIFICATION, MUANALYSIS INC., GOSHU PRODUCTS/SERVICES INC. and LABTEST CERTIFICATION ONTARIO INC, are not permitted without prior written consent of the bank...

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of BRITISH COLUMBIA.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.

(signature page to follow)

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

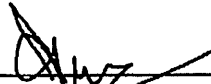
If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



Authorized Signatory



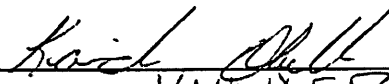
Authorized Signatory
Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed



Authorized Signatory **KAVINDER
DHILLON**

Accepted

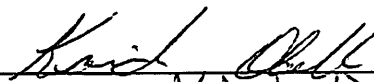
MAY 16, 2024
Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

KAVINDER SINGH DHILLON

Signed



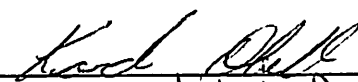
Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date

LABTEST CERTIFICATION ONTARIO INC.

Signed



Authorized Signatory **KAVINDER
DHILLON**

Accepted

MAY 16, 2024
Date



MUANALYSIS INC.

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

GOSHU PRODUCTS/SERVICES INC.

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

MAY 16, 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL****1.1. Non-Financial Covenants. You agree:**

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

1.2. Interest Rate. You will pay interest on each Loan at the rate

specified in this Agreement.

- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgage Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with

either an amending agreement, or a new replacement Letter, for you to sign.

- 1.15. Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.

You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

- 1.17. Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.19. Cumulative Rights. The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.

1.20. Waiver. If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.

1.21. Non-Revolving Loans. The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below.

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

1.22. Syndication. We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.

1.23. Accounting Changes. If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.

1.24. Conflicts. The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.

1.25. Assignment. You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.

1.26. Our Successors or Assigns. Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").

1.27. Amendments. We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force and effect as amended or altered.

ARTICLE 2 – DEFINITIONS

2.1. Definitions. In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:



X =
 Net profit after tax
 + amortization/depreciation
 + all interest expenses
 + all taxes
 = EBITDA

Y =
 All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"**Current Assets**" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"**Current Liabilities**" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"**Current Ratio**" means the ratio of Current Assets to Current Liabilities.

"**CWB Branch/Centre**" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"**Debt to Tangible Net Worth Ratio**" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"**Demand Non-Revolving Loan**" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"**Eligible Inventory**" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag;
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"**Electronic Funds Transfer**" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"**Fixed Rate Loan**" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"**Letter of Credit**" or "**L/C**" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"**Lien**" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"**Loan Amount**" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"**Monthly Statement of Borrowing Limit**" means the CWB form by that name, as it may from time to time be changed.

"**Net Operating Income**" or "**NOI**" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) – actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"**Net Rental Income**" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income – the greater of 5% Vacancy or actual vacancy = Effective Gross Income – unrecoverable operating expenses = Net Rental Income



"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"
**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES
REVOLVING TERMS THAT APPLY TO YOUR DEMAND OPERATING LOAN**

Regarding any Demand Operating Loan under this Agreement where the outstanding balance will revolve up and down on a day-to-day basis, you agree as follows:

1. We may advance or re-advance funds to you from time to time under the Demand Operating Loan by crediting the account that you maintain with us, which you may designate if you have more than one account with us. Advances or re-advances will be in such amounts as required to meet any outstanding payments, including pending withdrawals and directions to pay, from your accounts with us.
2. You agree that the amount owing under the Demand Operating Loan will never exceed the credit limit described in this Agreement and that we have no obligation to honour any request for funds which could result in the outstanding balance to exceed the credit limit. If the amount owing ever exceeds the Demand Operating Loan credit limit, an overdraft will occur and, in addition to the other terms that we impose regarding overdraft balances, we may, in our sole discretion, impose on the overdraft amount, and you agree to pay, an interest rate equal to our highest overdraft interest rate that we establish and publish from time to time that we charge on overdraft balances, even though such interest rate may be higher than any interest rate set out in this Agreement, with interest on overdue interest at the same overdraft interest rate.
3. You authorize us to debit your accounts that you maintain with us to pay amounts outstanding under this Agreement, including interest, principal, administration fees and costs related to the preparation, perfection and enforcement of this Agreement and any security or other loan documents that we hold, which are described in this Agreement, and to the recovery of amounts outstanding under the Loan(s), all of which fees and costs you agree to pay on demand with interest after demand at the interest rate charged under the Demand Operating Loan, with interest on overdue interest at the same interest rate. All money that we receive to repay your indebtedness to us, whether such debt is interest, principal, fees or other costs, may be applied and allocated by us, at our sole discretion, to such parts of your debt as we see fit.
4. The credit limit of the Demand Operating Loan includes our liability or contingent liability under any letters of credit or letters of guarantee that we issue in your favour.
5. You will pay our commission and all other costs and expenses paid or incurred by us regarding the L/Cs and interest, where chargeable.



Appendix A



FEE ADDENDUM

ADDITIONAL TERMS & CONDITIONS

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- a) A(n) of
- b) A(n) of
- c) A(n) of
- d) A(n) of
- e) A(n) of

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

SCHEDULE "D"**COMMITMENT LETTER OF LABTEST CERTIFICATION ONTARIO INC.**



CREDIT AGREEMENT

UNIT #103, 15230 HIGHWAY 10
SURREY, BRITISH COLUMBIA
V3S 5K7

May 08, 2024

LABTEST CERTIFICATION ONTARIO INC.
Suite 800 150 YORK ST.
TORONTO ONTARIO M5H 3S5

Attention:

Canadian Western Bank ("us", "we" or "our") is pleased to offer LABTEST CERTIFICATION ONTARIO INC. ("you" or "your") the loan(s) on the terms set out in the following Agreement. This Agreement is in addition to all other letter agreements between you and Canadian Western Bank in respect of your indebtedness to us, and which are in addition to the Loan(s) outlined in this Agreement. Any and all security that has been delivered to us, whether delivered under this Agreement or any other letter agreements, shall remain in full force and effect, is expressly reserved by us and, unless indicated otherwise by us, shall apply to all of your obligations under all loans provided by us to you, including, without limitation, the Loan(s) outlined in this Agreement.

LOAN AMOUNT:

Loan 533986
Demand Operating Loan up to the maximum amount of \$100,000.00.
Loan 533987
CWB Business Credit Card to a maximum of \$50,000.00.

Use of the word "Loans" in this Agreement, means each of these loans, and if there are two or more types of loans, "Loan" may refer to any one loan.

LOAN PARTIES:

You are the borrower.

MUANALYSIS INC., LABTEST CERTIFICATION INC., GOSHU PRODUCTS/SERVICES INC., and KAVINDER SINGH DHILLON are each guaranteeing your obligations under this Agreement. Together, they will be called the "Guarantors" and any one of them, a "Guarantor".

PURPOSE:

Loan 533986
The Demand Operating Loan can only be used to run your day-to-day business operations.
Loan 533987
The CWB Business Credit Card can only be used to run your day-to-day business operations.

INTEREST RATES:

Loan 533986
The Loan is subject to an interest rate of 1.50% per year above our Prime Rate.
Loan 533987
The CWB Business Credit Card is subject to the interest rate and fees described under the credit card agreement that you sign when credit cards are issued.
As of today's date, our Prime Rate of interest is 7.20%.

ADVANCES:

Once all conditions for advances under this Agreement have been fulfilled, funds will be available to you as follows:

Loan 533986

Demand Operating Loan: in multiple draws.

REPAYMENT:

The Loans are demand in nature. This means that you must immediately repay the outstanding balance of the Loans together with all interest, costs and expenses owed to us upon our demand.

However, until a demand is made, you will repay the Loans based on the below repayment schedule:

Loan 533986

Demand Operating Loan: interest only payments made monthly.

For any Fixed Rate Loan, payments will be adjusted at the time of term expiry based on the variable rate of interest described above and at the time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any Demand Non-Revolver Loan advanced on a floating rate basis with monthly payments of fixed principal plus interest, we may vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime Rate.

**SECURITY AND
SUPPORTING
DOCUMENTS:**

You and each Guarantor agree to provide the following security, together with supporting resolutions, certificates and other agreements, in the form and content required by us and our lawyer, acting reasonably:

- a. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION ONTARIO INC.
- b. Acknowledged Assignment of Insurance coverage for full insurable values of all of your assets taken as security by us with first loss payable to us by way of loss payee clause or standard mortgage clause as appropriate;
- c. General Security Agreement providing a first security interest in all of your present and after acquired property; LABTEST CERTIFICATION INC.
- d. General Security Agreement providing a first security interest in all of your present and after acquired property; MUANALYSIS INC.
- e. General Security Agreement providing a first security interest in all of your present and after acquired property; GOSHU PRODUCTS/SERVICES INC.
- f. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 3128 - 20800 WESTMINSTER HIGHWAY, RICHMOND, BC, V6V 2W3 and legally described as Strata lot 51 BLK 4N PLAN LMS2129, SECTION 9 RANGE 4W, Land District 36;
- g. Demand Collateral Mortgage in the principal amount of conveying a first fixed charge over property located at 204/205/206 - 8291 92 ST, DELTA, BC, V4G 0A4 and legally described as Strata Lots 3,4,5 Plan EPS1707, District Lot 132 Land District 2 Land District 36, Together with an interest in common property;
- h. Environmental Indemnity - acknowledged by GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminster Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- i. Assignment of rent and lease - GOSHU PRODUCTS/SERVICES INC 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and
- j. Environmental Indemnity - acknowledged by LABTEST CERTIFICATION INC. 3128-20800 Westminister Hwy, Richmond, BC and 204/205/206 - 8291 92 St, Delta, BC; and

- k. Full Liability Guarantee from MU ANALYSIS INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- l. Environmental Indemnity executed by MU ANALYSIS INC.;
- m. Full Liability Guarantee from GOSHU PRODUCTS/SERVICES INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- n. Full Liability Guarantee from LABTEST CERTIFICATION INC. guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- o. Full Liability Guarantee from KAVINDER SINGH DHILLON guaranteeing all of your indebtedness to us; INCLUDES ASSIGNMENT AND POSTPONEMENT OF CREDITORS CLAIMS.
- p. Environmental Indemnity executed by KAVINDER SINGH DHILLON;
- q. Such additional securities as we may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

You and each Guarantor agree that the documents listed above support all Loans and secure all of your debts owing to us (whether under this Agreement or pursuant to the terms of another credit agreement granted by you).

All documents must be in our standard form without substantial changes to enable all or a portion of the Loans to be eligible for inclusion in a securitization pool. You and each Guarantor will cooperate as necessary to assure compliance with these requirements.

PREPAYMENT:

You may prepay the outstanding balance of any Loans which are not subject to a fixed interest rate at any time without incurring additional charges or penalties.

If you wish to prepay the outstanding balance of a Fixed Rate Loan, you will be charged a prepayment charge equal to the greater of:

- a. three months interest calculated on the outstanding balance of a Fixed Rate Loan at the rate set out in this Agreement; or
- b. The present value of the total amount of interest payable on the outstanding balance of a Fixed Rate Loan, discounted at a rate equal to the interest rate on the Fixed Rate Loan being prepaid, for the period of time from the date you wish to make such prepayment to the maturity date of any such Fixed Rate Loan.

REPORTING REQUIREMENTS:

You agree:

- a. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Compilation Engagement report to be provided 120 days after year end by MUANALYSIS INC..
- b. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.
The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION INC..
- c. to provide us with your Balance Sheet and Income Statement for the applicable reporting period.
The Combined report to be provided 120 days after year end by LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC., GOSHU PRODUCTS/SERVICES INC., MUANALYSIS INC..
- d. to provide us with your Balance Sheet and Income Statement for the applicable reporting

period.

The Compilation Engagement report to be provided 120 days after year end by GOSHU PRODUCTS/SERVICES INC..

- e. to provide us with your Balance Sheet, Income Statement, and Statement of Cash Flow for the applicable reporting period.

The Review Engagement report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- f. to provide the Bank with completed and signed personal financial statements, on the Bank's form, for all personal guarantors for the applicable reporting period.

The Self Prepared report to be provided 90 days after every 2 years by KAVINDER SINGH DHILLON.

- g. to provide Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- h. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by MUANALYSIS INC..

- i. to provided Financial Projections (Income statement & Balance Sheet) for the upcoming year The Projection report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- j. to provide the Bank with an aged listing of accounts payable for the applicable reporting period.

The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

- k. to provide the Bank with an aged listing of accounts receivable for the applicable reporting period.

The Internally Prepared report to be provided 120 days after year end by LABTEST CERTIFICATION ONTARIO INC..

We will review the Loans from time to time, and at minimum, all Loans will be reviewed annually after you deliver your year-end financial statements to us.

LOAN CONDITIONS:

You agree:

- a. to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year: Greater Than or Equal To 1.30 maintained by LABTEST CERTIFICATION INC. on a Combined basis. With LABTEST CERTIFICATION ONTARIO INC., MUANALYSIS INC AND GOSHU PRODUCT/SERVICES INC.
- b. An additional credit condition is applicable to each LOC as follows: As an ongoing condition of credit in the event the Operating Loan/Line of Credit does not revolve in a manner satisfactory to the Bank CWB may in its sole discretion place the loan on a reducing basis or take other actions as it deems necessary

CONDITIONS TO ADVANCES:

We are only required to advance the Loans to you if the below conditions are met at the time an advance is requested:

- a. We are satisfied with your and each Guarantor's business, assets and financial condition, including your CRA status as evidenced by your most current CRA statement. If we believe there has been any material adverse change to you or any Guarantor (including any material or adverse effect to the ownership or value of the Loans or our ability to sell or securitize the Loans profitably in a secondary market transaction), we may withdraw or cancel this Agreement or a portion of the Loans so long as we are acting in a commercially reasonable manner.
- b. You have provided, in form and substance satisfactory us, all documentation and other information we requested in connection with applicable anti-money laundering, anti-terrorist



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financing and "know your client" laws, rules, regulations and sanctions, and we have completed, and are satisfied with, our due diligence procedures in connection therewith;

- c. All of the documents required under this Agreement have been signed, delivered to our

lawyer and registered, as needed, all as confirmed by an opinion letter from both your lawyer and our lawyer;

- d. You provide us all of your insurance policies and proof of insurance coverage;
- e. Unless otherwise agreed to by the Bank, you will give us three (3) business days' notice for any drawing under a Loan;
- f. You provide us the following from time to time as required by us:

All Loans

- i. Solicitor to ensure that all outstanding CRA payments are paid in full.
- ii. Solicitor/client to provide confirmation of paid property taxes prior to the advance of any funds.
- iii. Transmittal letter to be provided for the appraisals and environmental reports
- iv. Evidence satisfactory to the Bank and its solicitors constituting proof of ultimate beneficial ownership of the Borrower(s)
- v. Full day-to-day operating accounts for the Borrowers are to be opened at Canadian Western Bank

CREDITOR INSURANCE:

You acknowledge that we have informed you that Creditor Group Insurance coverage provided by Canada Life Assurance Company may be available for any owner, partner, guarantor, officer, or other key individual of your business ("Key Persons"). This insurance is designed to protect you during your indebtedness to us in the event of death or disability of the insured person. (Note: Creditor Group Insurance Coverage is not applicable for construction financing loans.) You have received information regarding this coverage and the premium costs. After careful consideration, you confirm (*initial one of the following*):

One or more Key Persons of the business have elected to apply for Creditor Life/Disability coverage for the Loans. An application form, completed and signed by the applicant, is attached to this Credit Agreement.

OR

The Key Persons of the business have declined/waived the opportunity apply for Creditor Group Insurance coverage.

OUR LAWYER:

If applicable, our lawyer will prepare any documents required to put these Loans in place. You acknowledge that the legal fees charged by this lawyer will be at your expense.

APPLICABLE LAW:

This Agreement will be interpreted in accordance with and governed by the laws of the Province of ONTARIO.

SCHEDULE(S):

The attached schedule(s) form part of this Agreement and outline additional obligations you are agreeing to perform when signing this Agreement:

- a. Schedule "A" outlines standard terms and conditions that govern the Loans (please read this carefully as it specifies things you can and cannot do while this Agreement is in effect); and
- b. Schedule "B" outlines special terms and conditions that govern specific Loans, if any.



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(signature page to follow)

**ACCEPTANCE:**

To become effective, this Agreement must be accepted in writing by you and all Guarantors.

If you agree with the terms of this Agreement, please sign and return the enclosed copy of this letter together with the balance of the application fee owed.

This Agreement will expire if not accepted within 30 days of the Agreement date.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,

CANADIAN WESTERN BANK



 Authorized Signatory



 Authorized Signatory
 Mark Gourley, AVP & Manager

ACKNOWLEDGEMENT:

You certify that all information provided to us is true and hereby accept the terms and conditions of this Agreement (including all Schedules).

BORROWER:

Signed



 Authorized Signatory KAVINDER
 DHILLON

Accepted

16 MAY 2024

 Date

GUARANTOR(S):

Each Guarantor acknowledges receiving advice with respect to the Agreement and agree our/my guarantee is binding even if there are changes to or waivers in compliance with the terms of this Agreement.

MUANALYSIS INC.

Signed



 Authorized Signatory KAVINDER
 DHILLON

Accepted

16 MAY 2024

 Date

LABTEST CERTIFICATION INC.

Signed



 Authorized Signatory KAVINDER
 DHILLON

Accepted

16 MAY 2024

 Date



GOSHU PRODUCTS/SERVICES INC.

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

16 MAY 2024
Date

KAVINDER SINGH DHILLON

Signed

Kavinder Dhillon
Authorized Signatory KAVINDER
DHILLON

Accepted

16 MAY 2024
Date

SCHEDULE "A"**STANDARD LOAN TERMS****ARTICLE 1 – GENERAL****1.1. Non-Financial Covenants. You agree:**

- (a) to pay all amounts when due under this Agreement;
- (b) not to pay your shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, unless we provide our prior written approval;
- (c) to give us 30 days prior notice in writing of any intended change in the ownership of your shares or any of your subsidiaries;
- (d) not to sell, transfer, lease or otherwise dispose of any part of your property or assets, without our prior written consent, except in the ordinary course of your business;
- (e) not to change your name or merge, amalgamate or consolidate with any other corporation;
- (f) not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under this Agreement;
- (g) to file on a timely basis, all tax returns which are or will be required to be filed, to pay all taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable. If you are contesting the payment of any Priority Claim, you must have adequate cash reserves to pay that Priority Claim if requested by us;
- (h) to provide us and our agents the right to enter your property, to carry out environmental reviews, make good faith enquiries with government agencies and to examine your records, books, assets and business operations;
- (i) not to grant or otherwise allow the existence of any Lien, including a Purchase Money Security Interest, affecting any of your property, assets or other rights other than a Normal Course Lien;
- (j) to provide us any additional information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which we may from time to time require in our sole discretion, acting reasonably; and
- (k) to pay all costs related to preparing, registering and maintaining this Agreement and our security, which include costs like our legal fees, appraisal fees, cost consultant fees and other reasonable out-of-pocket expenses we may incur. You also agree to pay for all costs related to the enforcement of our rights under this Agreement and our security and provide us the authority to withdraw these costs directly from your deposit account.

1.2. Interest Rate. You will pay interest on each Loan at the rate

specified in this Agreement.

- 1.3. Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice to you, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

- 1.4. Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day and compounded monthly. Interest is due once a month, on the date specified by us, without further demand or notice to you, unless the Agreement states otherwise. Interest accrues on the date money is advanced to you. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment or interest goes unpaid for any other reason, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

- 1.5. Fees/Costs.** You will pay our fees/costs for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees/costs (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fees/costs amounts owing.

- 1.6. Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. For example, we may decide to act because of something you have done or not done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan in our sole discretion. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

- 1.7. Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

- 1.8. Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

- 1.9. Information requirements.** We may from time to time reasonably require you to provide further information about your business, in a form acceptable to us.
- 1.10. Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). You assign all insurance proceeds to us. If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). Policies covering all commercial, residential and multi-family residential properties located on Vancouver Island and B.C. Lower Mainland must include specifically scheduled earthquake coverage. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.11. Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. You will promptly advise us of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of your property and will comply with any such requests or notices, to diligently clean up any spills, release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge"). If (a) there is any Discharge in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse us, our directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against us or any of our directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.12. Consent to collect and release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.13. Proof of debt.** This Agreement provides the proof, between Canadian Western Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.14. Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.
- 1.15. Confidentiality.** The terms of this Agreement are confidential between you and Canadian Western Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.
- 1.16. Consent to Disclose.** You and each Guarantor acknowledges and agrees that each Loan (or securities or certificates backed by or representing any interest in the Loans or a pool of loans which includes the Loans) may be sold or securitized into the secondary market without restriction and without notice to you or your consent. Each Lender Entity (as defined below) may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loans, such as existing or potential Loan defaults, lease defaults or other facts or circumstances which might affect the performance of the Loans) provided to or obtained by any Lender Entity relating to you or a Guarantor, as applicable, the property or the Loans (both before and after the Loans advance and/or default) without restriction and without notice to or the consent of you or a Guarantor, as applicable, as follows:
- (a) to any other Lender Entity;
 - (b) to any subsequent or proposed purchaser of the Loans, including any subsequent or proposed Lender Entity, and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers;
 - (c) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution;
 - (d) to the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loans or loan pools or any interest therein regardless of format or scope of distribution;
 - (e) to any governmental authority having jurisdiction over such sale or securitization of the Loans or loan pool or any trade of any interest in the Loans or loan pool; and
 - (f) to any other person in connection with the sale, assignment or securitization of the Loans or in connection with any collection or enforcement proceedings taken under or in respect of the Loans and/or the loan documents.
- You irrevocably consent to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.
- 1.17. Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax, by mail or by email.
- 1.18. Use of the Operating Loan.** You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at

any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.19. Cumulative Rights. The rights and remedies granted to us under this Agreement and any other agreement provided in connection with this Agreement are cumulative. We may exercise different rights granted under any agreement or by legislation as we determine necessary in addition to, and not in substitution for, any of our other rights, remedies, or powers.

1.20. Waiver. If we do not exercise, or wait to exercise, our rights and remedies under this Agreement or any other agreement provided in connection with this Agreement, such failure or delay will not be taken as us waiving any of the rights and remedies available to us.

1.21. Non-Revolving Loans. The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we choose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving**

Loans. If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) the prepayment charge set out in the Agreement.

1.22. Syndication. We are allowed to syndicate part or all of the Loans, with any syndication partner we determine, on terms and conditions satisfactory to us.

1.23. Accounting Changes. If any Accounting Change occurs and results in a change in how financial covenants are calculated or requires a change to the standards or terms in this Agreement, then you will work with us to amend the terms of this Agreement to reflect the Accounting Change. The intent is for the terms of the amended agreement to be substantially the same after such Accounting Change as if such Accounting Change had not been made. Until an amending agreement is entered into, all financial covenants, standards and terms in this Agreement will continue to be calculated as if such Accounting Changes had not occurred.

1.24. Conflicts. The terms of this Agreement will not be superseded or replaced by any other documents you or any Guarantor may enter into with us after you sign this Agreement. If the terms of any security document directly conflicts with the terms of this Agreement, we will rely on the terms of this Agreement to the extent needed to resolve that conflict.

1.25. Assignment. You will not assign, sell or transfer your rights under the Loans or this Agreement without our prior written approval.

1.26. Our Successors or Assigns. Any reference to Canadian Western Bank, us, we, or our includes any servicer, each person that has an ownership interest in any of the Loans at any time, any receiver, receiver and manager, administrator or other person with similar powers appointed by Canadian Western Bank, the issuer of any securities backed by or representing any direct or indirect interest in any of the Loans or any pool of loans that includes any of the Loans, and their respective employees, officers, directors, partners, agents and consultants (each, a "Lender Entity").

1.27. Amendments. We may, upon written request, alter or amend the terms of this Agreement or any security or loan document issued in connection with this Agreement (such as a letter of credit, for example), and, provided that any amendment or alteration is confirmed in writing, this Agreement shall remain in full force or effect as amended or altered.

ARTICLE 2 – DEFINITIONS

2.1. Definitions. In this Agreement, the following terms have the following meanings:

"Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the CPA Canada, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday, Sunday, and statutory holidays) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:



X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA
Y =

All interest paid or accrued during the trailing fiscal year + your actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in your balance sheet and in accordance with generally accepted accounting principles; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by you.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to us, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by us to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to us.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Eligible Inventory" means inventory (excluding work in progress) that is acceptable to us in our sole discretion and to which you have both legal and beneficial title in full. Additionally, if you are involved in an agricultural operation, Eligible Inventory includes livestock inventory, crop and feed inventory ("Agricultural Inventory"). Agricultural Inventory is valued at market value. All other Eligible Inventory is valued at the lesser of cost or market value. No inventory shall be deemed "Eligible Inventory" unless each of the following statements is accurate and complete (and by including such inventory in any Monthly Statement of Borrowing Limit, you shall be deemed to represent and warrant to us the accuracy and completeness of such statements):

- (a) the inventory is subject to a first-ranking security interest held by us and is not subject to any other security interest or Lien (including any purchase money liens), unless otherwise agreed to in writing by us;

- (b) the inventory is not subject to any Priority Claims or consignments;
- (c) the inventory is not obsolete and is readily saleable in the ordinary course of your business;
- (d) the inventory is not located on leased premises unless the landlord has waived all liens and rights to the inventory that may at any time be held by the lessor;
- (e) the inventory has not been purchased in the last 30 days;
- (f) the inventory has been fully paid for and is not inventory in respect of which a payable is due to any vendor;
- (g) for Agricultural Inventory, the inventory is located on land owned by you or on land subject to a mortgage granted to us (the "Lands");
- (h) for all non-livestock Agricultural Inventory, the inventory is a readily saleable crop or feed inventory and it is held within Canada; and if any the inventory is grain inventory, the producer of the grain inventory has received payment in full from you;
- (i) if the inventory includes livestock inventory, the livestock inventory must be located on the Lands;
- (j) in the case of livestock inventory, the livestock inventory must be clearly identified by a numbered tag,
- (k) in the case of cattle inventory, the cattle are to be owned individually and clearly identified by numbered tags. The cattle shall not be owned on a percentage basis unless all owners sharing the pen(s) and their lenders enter into a shared pen agreement (as approved by us) confirming each party's interest and setting out the terms and conditions for dealing with the cattle through their ultimate sale and distribution of proceeds). In the event that we do not agree with you regarding the market value of the cattle applicable to the Margin Condition, we will use the CanFax Western Canada and Canada Fax in the United States to resolve the dispute.

Eligible Inventory shall not include any inventory that is included in the calculation of any accounts receivable.

"Electronic Funds Transfer" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Monthly Statement of Borrowing Limit" means the CWB form by that name, as it may from time to time be changed.

"Net Operating Income" or "NOI" is defined as Actual Gross Rental Income + Actual Other Income = Effective Gross Income (EGI) - actual total operating expenses as reported on the financial statements. Unless otherwise stated, actual total operating expenses are the total operating expenses paid by the Obligor as per the most recent operating statement, apart from CAPEX and Management fees, which are to be calculated as 2% of EGI and 3% of EGI respectively.

"Net Rental Income" is defined as your Gross Rental Income (based on market rentals) + operating costs recoverable from tenants = Gross Rental Income - the greater of 5% Vacancy or actual vacancy = Effective Gross Income - unrecoverable operating expenses = Net Rental Income



"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by us from time to time to be its Prime rate for Canadian dollar loans made by us in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by us from time to time to be its base rate for U.S. dollar loans made by us in Canada.

SCHEDULE "B"
**SPECIAL TERMS AND CONDITIONS APPLICABLE TO CERTAIN CREDIT FACILITIES
REVOLVING TERMS THAT APPLY TO YOUR DEMAND OPERATING LOAN**

Regarding any Demand Operating Loan under this Agreement where the outstanding balance will revolve up and down on a day-to-day basis, you agree as follows:

1. We may advance or re-advance funds to you from time to time under the Demand Operating Loan by crediting the account that you maintain with us, which you may designate if you have more than one account with us. Advances or re-advances will be in such amounts as required to meet any outstanding payments, including pending withdrawals and directions to pay, from your accounts with us.
2. You agree that the amount owing under the Demand Operating Loan will never exceed the credit limit described in this Agreement and that we have no obligation to honour any request for funds which could result in the outstanding balance to exceed the credit limit. If the amount owing ever exceeds the Demand Operating Loan credit limit, an overdraft will occur and, in addition to the other terms that we impose regarding overdraft balances, we may, in our sole discretion, impose on the overdraft amount, and you agree to pay, an interest rate equal to our highest overdraft interest rate that we establish and publish from time to time that we charge on overdraft balances, even though such interest rate may be higher than any interest rate set out in this Agreement, with interest on overdue interest at the same overdraft interest rate.
3. You authorize us to debit your accounts that you maintain with us to pay amounts outstanding under this Agreement, including interest, principal, administration fees and costs related to the preparation, perfection and enforcement of this Agreement and any security or other loan documents that we hold, which are described in this Agreement, and to the recovery of amounts outstanding under the Loan(s), all of which fees and costs you agree to pay on demand with interest after demand at the interest rate charged under the Demand Operating Loan, with interest on overdue interest at the same interest rate. All money that we receive to repay your indebtedness to us, whether such debt is interest, principal, fees or other costs, may be applied and allocated by us, at our sole discretion, to such parts of your debt as we see fit.
4. The credit limit of the Demand Operating Loan includes our liability or contingent liability under any letters of credit or letters of guarantee that we issue in your favour.
5. You will pay our commission and all other costs and expenses paid or incurred by us regarding the L/Cs and interest, where chargeable.



Appendix A



FEE ADDENDUM

ADDITIONAL TERMS & CONDITIONS

The information within the Fee Addendum is considered an integrated part of the credit agreement dated MAY 8, 2024 and must be adhered to in accordance with the following information:

FEES:

You agree to pay us the following fees in connection with the loans:

- a) A(n) of
- b) A(n) of
- c) A(n) of
- d) A(n) of
- e) A(n) of

Additional Details:

A. ADDITIONAL FEES AS PER ATTACHED FEE ADDENDUM ARE APPLICABLE

This is **Exhibit "L"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be 'J' followed by a stylized flourish.

A Commissioner for the taking of Affidavits for
British Columbia



NEW WESTMINSTER LAND TITLE OFFICE
MAY 23 2024 11:12:30.001
CB1328411

1. Application

Document Fees: \$81.27

KAMINSKY & COMPANY LAW CORPORATION
#205, 15240 56th Avenue
Surrey BC V3S 5K7
604-591-7877

PID/Plan Number	Legal Description
029-205-514	STRATA LOT 3 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
029-205-522	STRATA LOT 4 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
029-205-531	STRATA LOT 5 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
023-197-234	STRATA LOT 51 SECTION 9 BLOCK 4 NORTH RANGE 4 WEST NEW WESTMINSTER DISTRICT STRATA PLAN LMS2129

3. Borrower(s) (Mortgagor(s))	
GOSHU PRODUCTS/SERVICES INC. 3133 20800 WESTMINSTER HWY. RICHMOND BC V6V 2W3	BC0648236

4. Lender(s) (Mortgagee(s))	
CANADIAN WESTERN BANK #103, 15230 HIGHWAY 10 SURREY BC V3S 5K7	

5. Payment Provisions		
Principal Amount	Interest Rate	Interest Adjustment Date
\$9,015,000.00	Prime Rate plus 10%	See Schedule
Interest Calculation Period	Payment Dates	First Payment Date
Daily	Monthly	See Schedule
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
N/A	N/A % per annum	N/A
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
No	Postal Address in Item 4	On Demand



6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
Yes

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms
Part 2 of this mortgage consists of:
(b) Filed Standard Mortgage Terms D F Number: **MT030106**
A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms
Due On Sale
In the event of sale of transfer of the subject property, or any part thereof, the mortgage loan may become due and payable at the Lender's sole option.

11. Prior Encumbrances Permitted by Lender
No prior financial encumbrances permitted

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)
Aikay V. Oduoza Barrister & Solicitor Suite #205, 6125 Sussex Avenue Burnaby BC V5H 4G1	YYYY-MM-DD 2024-05-14	GOSHU PRODUCTS/SERVICES INC. By their Authorized Signatory Per: Kavinder Dhillon

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 <i>Land Title Act</i> , 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.	Hargovinder Singh Mundi 1PH4RE Digitally signed by Hargovinder Singh Mundi 1PH4RE Date: 2024-05-21 14:10:42 -07:00
--	---

LAND TITLE ACT
FORM E

SCHEDULEPAGE 3 OF 3 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.

5. PAYMENT PROVISIONS:

(c) Interest Adjustment Date:

The Interest Adjustment Date shall be the date that the funds are initially advanced under this Mortgage.

(f) First Payment Date:

The first day of the month following immediately after the date that funds are initially advanced under this Mortgage.



NEW WESTMINSTER LAND TITLE OFFICE

MAY 23 2024 11:12:30.002

CB1328412

1. Application

Document Fees: \$81.27

KAMINSKY & COMPANY LAW CORPORATION

#205, 15240 56th Avenue

Surrey BC V3S 5K7

604-591-7877

2. Description of Land

PID/Plan Number	Legal Description
029-205-514	STRATA LOT 3 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
029-205-522	STRATA LOT 4 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
029-205-531	STRATA LOT 5 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707
023-197-234	STRATA LOT 51 SECTION 9 BLOCK 4 NORTH RANGE 4 WEST NEW WESTMINSTER DISTRICT STRATA PLAN LMS2129

3. Nature of Interest

Type	Number	Additional Information
ASSIGNMENT OF RENTS		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

GOSHU PRODUCTS/SERVICES INC., NO.BC0648236

6. Transferee(s)

CANADIAN WESTERN BANK

#103, 15230 HWY 10

SURREY BC V3S 5K7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Aikay V. Oduoza Barrister & Solicitor #205, 6125 Sussex Avenue Burnaby BC V5H 4G1	YYYY-MM-DD 2024-05-16	GOSHU PRODUCTS/SERVICES INC. By their Authorized Signatory Per: Kavinder Dhillon

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 <i>Land Title Act</i>, 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.	Hargovinder Singh Mundi 1PH4RE Digitally signed by Hargovinder Singh Mundi 1PH4RE Date: 2024-05-21 14:42:36 -07:00
--	---



In consideration of **\$1.00 and other valuable consideration**, the Transferor hereby assigns to the Transferee, its successors and assigns, all rents relating to the lands described in Item 2 of the Form C to which this is attached.

PART 2 - TERMS OF INSTRUMENT

"Lands" means all the estate, right, title and interest of the Transferor in and to the land(s) described or referred to in item 2 together with the improvements, appurtenances and every other thing referred to in Section 10 of the *Land Transfer Form Act* (British Columbia) and whether now or hereafter existing or acquired in connection with such land(s);

"Principal Sum" means any and all indebtedness, both present and future, whether arising under revolving line(s) of credit, promissory note(s), guarantee(s) or otherwise, and any and all liabilities, both present and future, direct or indirect, absolute or contingent, of the Transferor to the Transferee, including, without limitation, any advance or re-advance by the Transferee to the Transferor, whenever made, to the same extent as if the said advance or re-advance had been made at the time of issue of this Assignment of Rents;

WHEREAS:

- A. By a mortgage (the **"Mortgage"**) the Transferor mortgaged the Lands to the Transferee to secure a loan (the **"Loan"**) in the principal amount of the Mortgage together with interest set out in the Mortgage.
- B. As a condition of making the Loan, the Transferee has required the Transferor to execute this Assignment of Rents as a further, continuing and additional security for repayment of the Loan and the observance and performance of the terms of the Mortgage.

WITNESSETH that in consideration of the premises and the sum of One (\$1.00) Dollar of lawful money of Canada and other good and valuable consideration now paid by the Transferee to the Transferor (the receipt of which is by the Transferor hereby acknowledged) it is agreed as follows:

1. To further secure the Principal Sum and interest and all other sums which may become due and payable hereunder the Transferor does hereby give, grant, assign, transfer and set over unto the Transferee, its successor and assigns, all and singular all leases and agreements (collectively the **"Tenancies"**), presently or hereafter in existence, affecting the Lands, whether such leases and agreements are verbal, written or otherwise howsoever, together with all the rents payable thereunder and all covenants, benefits and advantages to be derived from the Tenancies and all the rights thereunder or therein contained in the recovery of the rents reserved therein; to have and to hold and to receive the same unto the Transferee, its successors and assigns, until the whole sum of money, principal, interest, taxes, costs, expenses, insurance premiums and other monies and obligations however due and payable or to become due and payable under the Mortgage have been fully paid and satisfied.
2. The Transferor does hereby nominate, constitute and appoint the Transferee to be its true and lawful Attorney for and in the name, but for the use and benefit of the Transferee, to demand, recover and enforce payment of all rents and for such purposes to institute such actions at law or in equity or to take such proceedings by distress or otherwise as the Transferee shall from time to time deem fit and proper and for the purposes aforesaid or any of them to make, sign and execute any and all warrants of distress and other documents in the name of the Transferor as the Transferee, its successors and assigns, shall deem fit or proper, the costs of all such distraints and all other expenses to be paid by the Transferor and to be added to and form part of the monies secured by the Mortgage and to bear interest at the rate therein provided; and the Transferor agrees with the Transferee that this power of attorney may be exercised on behalf of the Transferee through any one of its officers and that it shall be irrevocable so long as any monies remain owing to the Transferee and secured by the Mortgage.
3. Notwithstanding anything herein contained, it is understood and agreed that the Transferee will not exercise its rights hereunder unless and until the Transferor is in default in repayment of the monies secured by the Mortgage or any of the covenants contained in the Mortgage and the Transferor hereby acknowledges and

agrees that the decision of the Transferee as to whether or not there has been any such default shall be final and binding and conclusive in every respect upon the Transferor.

4. Provided further that nothing herein contained shall be construed so as to create or give rise to the relationship of mortgagee in possession between the Transferor and the Transferee or other persons interest in the Land so as to render the Transferee in any way accountable or liable as mortgagee in possession.
5. Provided further that nothing herein contained shall be construed so as to have the effect of making the Transferee responsible for the collection of the rents or any part or parts thereof or for the observance or performance of any of the covenants, terms or conditions of the Transferor under the Tenancies to be observed and performed.
6. Provided further that the Transferee shall be liable to account only for such monies as may actually come into its hands by virtue of this Assignment of Rents, less proper collection charges, and that such monies when so received by the Transferee shall be applied on account of the monies secured by the Mortgage and any other security collateral thereto; it being understood and agreed between the parties hereto that the giving of this Assignment of Rents is by way of additional and collateral security for the amount secured by the Mortgage and not in substitution for or in satisfaction of the same and that the Mortgage and any other security collateral thereto shall not be merged hereby, and in case of default in any of the provisions of any security for the amount secured, including without limitation, this Assignment of Rents, proceedings may be taken under either the Mortgage or any security collateral thereto, including this Assignment of Rents, or all or any of them in any order, at the option of the Transferee.
7. The Transferor hereby covenants and agrees with the Transferee that:
 - a) the Transferor will not accept prepayment of any rent or rents due or to accrue due in respect of the Tenancies, but will accept payment thereof only in the amounts and on the days and at the times and in the manner stipulated in the Tenancies;
 - b) all of the rents are payable on a monthly basis and there is not now nor has there been any right of set-off, previous assignment, commutation or prepayment with respect to the said rents and the Transferor will not permit any set-off, further assignment, commutation or prepayment with respect to the rents so long as any monies remain secured by the Mortgage;
 - c) this Assignment of Rents shall be deemed to apply to and have effect in respect of any further or other tenancies, leases, or rights of occupancy of the Lands (including any addition to or extension of the Lands) or any part or parts thereof which may exist while any monies secured by the Mortgage remain unpaid, whether in substitution for or in addition to the Tenancies;
 - d) the Transferor will execute and deliver to the Transferee specific assignments of specific leases and agreements and the rents payable thereunder forthwith upon the Transferee giving notice to the Transferor that it requires the same;
 - e) notwithstanding anything herein contained, the Transferee shall be at liberty to give notice of this Indenture to any or all tenants or lessees of the Lands at any time as it shall deem fit;
 - f) should the Transferee at any time in its absolute discretion deem it advisable to take proceedings either judicially or extra-judicially by way of distress or otherwise for the enforcement of the payment of the rents, the Transferor will join the Transferee in such proceedings and does hereby grant to the Transferee irrevocable authority to join the Transferor in such proceedings.
 - g) any monies received by the Transferor from the tenants or lessees of the Lands shall be held by the Transferor in trust for the Transferee and shall be paid to the Transferee on demand.

This is **Exhibit "M"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

Properties

PIN

24902 - 0204 LT

Description

PCL BLOCK 2-10, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 7 AND 63 , 20R9192 ; S/T H396401 ; S/T H395923 OAKVILLE

Address

2520 BRISTOL CIRCLE
OAKVILLE

PIN

24902 - 0205 LT

Description

PCL BLOCK 2-11, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 8 AND 64 , 20R9192 ; S/T H396405 ; S/T H395923 OAKVILLE

Address

2520 BRISTOL CIRCLE
OAKVILLE

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name

2842878 ONTARIO INC.

Address for Service

150 York Street, Suite 800
Toronto, Ontario
M5H 3S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
Name CANADIAN WESTERN BANK Address for Service #103, 15230 Highway 10 Surrey, British Columbia V3S 5K7		

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, HR2050028 registered on 2024/08/07 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Julie Marie Romita

300-3800 Steeles Av. West
Woodbridge
L4L 4G9

acting for
Applicant(s)

Signed

2024 08 07

Tel

905-850-8550

Fax

905-850-9998

I have the authority to sign and register the document on behalf of all parties to the document.

Julie Marie Romita

300-3800 Steeles Av. West
Woodbridge
L4L 4G9

acting for
Party To(s)

Signed

2024 08 07

Tel

905-850-8550

Fax

905-850-9998

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

PASCALE, DI POCE

300-3800 Steeles Av. West
Woodbridge
L4L 4G9

2024 08 07

Tel

905-850-8550

Fax

905-850-9998

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Fees/Taxes/Payment

Total Paid

\$69.95

File Number

Party To Client File Number :

538119

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT dated the 31 day of July, 2024

BETWEEN:

2842878 ONTARIO INC.

(herein called the "Assignor")
OF THE FIRST PART

AND

CANADIAN WESTERN BANK

(herein called the "Assignee")
OF THE SECOND PART

WITNESS THAT:

WHEREAS the Assignor is the registered owner of the Lands subject to the Charge, and has agreed to enter into this agreement with the Assignee, as collateral security for the due payment of the moneys secured by the Charge and performance of the other obligations of the Assignor under the Charge;

NOW THEREFORE it is hereby covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - (a) "Charge" means the charge/mortgage of the lands from the Assignor to the Assignee registered on the _____ day of July, 2024 in the Land Titles Division of the Halton County Registry Office and any renewals, extensions or amendments thereof.
 - (b) "Lands" means the lands and premises identified in of the Charge and in of the Document General attached hereto.
 - (c) "Leases" includes:
 - (i) every existing and future lease of an agreement lease of the whole or any portion of the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and license in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or license;

- (iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands; and "Lease" shall have a corresponding meaning;
 - (d) "Rents" means all rents and other moneys now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors, under or in respect of the Leases.
2. The Assignor hereby assigns to the Assignee, its successors and assigns, as security for the payment of the moneys secured by the Charge and the performance of the Assignor's other obligations thereunder until they have been fully paid and satisfied, the Rents, 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 Assignor or the owner from time to time of the Lands.
 3. The Assignor hereby represents and agrees that:
 - (a) the Assignor has not and will not without the prior written consent of the Assignee, not to be unreasonably withheld, do not permit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating in any material respect any rights or remedies or obligations of any other party thereunder or in connection therewith;
 - (b) The Leases or the Assignor's rights thereunder, including the right to receive the Rents, have not been, without the prior written consent of the Assignee, not to be unreasonably withheld, nor will be altered, varied or amended;
 - (c) none of the Rents have been nor will be paid more than one month in advance (except, if so provided in the Lease, for payment of Rent for the last month of the term);
 - (d) there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto; and
 - (e) the Assignor will observe and perform in all material respects all of its obligations under each of the Leases.
 4. Subject to the provisions of paragraph 3(c) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the Leases unless and until following default in payment or performance of any other obligation under the Charge, the Assignee shall give notice to the lessee, tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Assignee.

5. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Lease to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands and the Assignee 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; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less all costs and expenses, including all its legal fees and disbursements, and other proper deductions. Moneys collected may be held in a separate account unappropriated and from time to time applied on such parts of the indebtedness of the Assignor as the Assignee may see fit.
6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this agreement and assignment and whenever in the future any Lease is made, the Assignor will forthwith on the request of the Assignee advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee, at the Assignor's expense, a specific assignment of the Lease or the Rents thereunder in form satisfactory to the Assignee.
7. The Assignor further agrees that it will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord of a similar property would accept or expect to receive for the premises to be leased.
8. This agreement and assignment is collateral security only for the due payment and performance of all other obligations under the Charge. None of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this assignment. Following registration of a cessation of the Charge, this assignment shall be of no further force or effect with respect to the Lands and the Leases and Rents from the Lands shall be deemed to have been thereby released and reassigned to the Assignor.
9. Any notice or communication to be given hereunder shall be validly given to the Assignor if sent by prepaid ordinary mail or hand delivered or sent by facsimile device to:

NAME: 2842878 ONTARIO INC.

ADDRESS: 150 York Street, Suite 800
Toronto, Ontario
M5H 3S5

All notices and communications sent by prepaid ordinary mail shall be deemed to have been given and received on the second business day following the date of mailing; if hand delivered or sent by Facsimile device, on the date of delivery or confirmed transmission. The

Assignor may by written notice to the Assignee change the address to which future notices are to be sent.

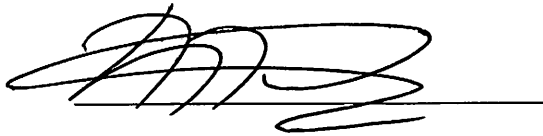
10. This agreement and everything herein contained shall extend to, bind and ensure to the benefit of the heirs, administrators, executors, successors and assigns (as the case may be) of each of the parties hereto.
11. As further security to this Charge, the Assignor covenants and agrees to grant the Assignee, upon thirty (30) days' prior notice in writing, a specific assignment of all leases of premises in the building on the lands comprising the security of the Charge.

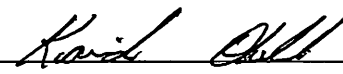
IN WITNESS WHEREOF the Assignor has duly executed and sealed this Indenture.

SIGNED, SEALED AND DELIVERED)

in the presence of)

2842878 ONTARIO INC.

)


Per: 

Name: Kavinder Dhillon, A.S.O.

I have authority to bind the Corporation.

SATINDER DHALIWAL
 Barrister & Solicitor
 McQUARRIE HUNTER LLP
 Suite 1500, 13450 - 102 Avenue
 Surrey, BC V3T 5X3
 604.581.7001

Properties

PIN	24902 - 0204	LT	Interest/Estate	Fee Simple
Description	PCL BLOCK 2-10, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 7 AND 63 , 20R9192 ; S/T H396401 ; S/T H395923 OAKVILLE			
Address	2520 BRISTOL CIRCLE OAKVILLE			
PIN	24902 - 0205	LT	Interest/Estate	Fee Simple
Description	PCL BLOCK 2-11, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 8 AND 64 , 20R9192 ; S/T H396405 ; S/T H395923 OAKVILLE			
Address	2520 BRISTOL CIRCLE OAKVILLE			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	2842878 ONTARIO INC.
Address for Service	150 York Street, Suite 800 Toronto, Ontario M5H 3S5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s)	Capacity	Share
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Name	CANADIAN WESTERN BANK
Address for Service	#103, 15230 Highway 10 Surrey, British Columbia V3S 5K7

Statements

The text added or imported if any, is legible and relates to the parties in this document.

Provisions

Principal	\$12,000,000.00	Currency	CDN
Calculation Period	Daily		
Balance Due Date	On Demand		
Interest Rate	Prime Rate plus 10%		
Payments			
Interest Adjustment Date			
Payment Date	Monthly		
First Payment Date			
Last Payment Date			
Standard Charge Terms	201617		
Insurance Amount	Full insurable value		
Guarantor	See Additional Provisions		

Additional Provisions

Interest Adjustment Date - The Interest Adjustment Date shall be the date that the funds are initially advanced under this Mortgage.

First Payment Date - The first day of the month following immediately after the date that funds are initially advanced under this Mortgage.

Guarantors - Goshu Products/Services Inc.; Labtest Certification Inc.; Labtest Certification Ontario Inc.; Muanalysis Inc.; and Kavinder Singh Dhillon

Signed By

Julie Marie Romita	300-3800 Steeles Av. West Woodbridge L4L 4G9	acting for Chargor(s)	Signed	2024 08 07
--------------------	--	--------------------------	--------	------------

Signed By

Tel 905-850-8550
Fax 905-850-9998

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

PASCALE, DI POCE

300-3800 Steeles Av. West
Woodbridge
L4L 4G9

2024 08 07

Tel 905-850-8550
Fax 905-850-9998

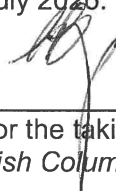
Fees/Taxes/Payment

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

File Number

Chargee Client File Number : 538119

This is **Exhibit "N"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

MT030106

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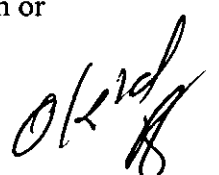
15 03/07/24 11:45:43 03 LM 474615
MISC \$20.00**STANDARD MORTGAGE TERMS**Filed by: **CANADIAN WESTERN BANK****MORTGAGE TERMS – PART 2**

The following set of filed standard mortgage terms shall be deemed to be included in and form part of every mortgage where so indicated in the Mortgage Form (as defined below).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, the Mortgagor hereby warrants and represents to and covenants and agrees with the Mortgagee, as follows:

1. DEFINITIONS**1.1 In this Mortgage:**

- (a) **"Balance Due Date"** means the balance due date, if any, set out or referred to in item 5(1) of the Mortgage Form;
- (b) **"business day"** means any day which in Vancouver, British Columbia is a day that:
 - (i) is not a "holiday" as that word is defined in the Interpretation Act (British Columbia) as amended or replaced from time to time; and
 - (ii) the Mortgagee is open for business at its Payment Office;
- (c) **"Covenantor"** means the Person or Persons, if any, who execute this Mortgage as "Covenantor" and their respective heirs, personal representatives, successors or permitted assigns, as the case may be;
- (d) **"First Payment Date"** means the first payment date, if any, set out or referred to in item 5(f) of the Mortgage Form;
- (e) **"Fixtures"** mean all present and after-acquired structures, additions, improvements, plant, machinery, apparatus, facilities, equipment, fixtures and other goods installed in or affixed or attached to the buildings or improvements situate in, on or under the Lands or affixed or attached thereto, including without limitation:



(i) all fences, motors, wiring, fixed mirrors, suspended ceiling tiles, doors, windows and computers and all other structures, additions, improvements, plant, machinery, apparatus, facilities, equipment, fixtures and other goods installed in or affixed or attached to the buildings or improvements situate in, on or under the Lands or affixed or attached thereto for use in carrying on an activity inside the said buildings or improvements or on the Lands;

(ii) all carpeting and other floor coverings, including without limitation all carpets and floor coverings in all rooms, halls and stairways;

(iii) all window coverings and fixtures, including without limitation all awnings, shutters, drapes, blinds and valances;

(iv) all appliances, including without limitation all refrigerators, ranges, dishwashers, garbage disposal units and stoves; and

(v) all heating, cooling, plumbing, air-conditioning, air-filtering, ventilating, conveyancing, electrical, lighting, telecommunications, security, vacuum, sprinkler, fire-fighting, cooking and refrigeration devices, systems and equipment, including without limitation all furnaces, water heaters, hot water tanks, oil and gas burners, electric fixtures, escalators, elevators, boilers, pressure vessels, stokers, blowers, tanks, gas pipes, radiators, aerials, television antennae, satellite dishes and built-in furniture;

(f) **"Hazardous Materials" means:**

(i) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, contaminates, materials or pollutants which:

(A) pose a hazard to the whole or any portion of the Lands, or business of the Mortgagor in connection with the Lands or to the Persons on or about the Lands; or

(B) cause the whole or any portion of the Lands or the business of the Mortgagor in connection with the Lands to be in violation of any Hazardous Materials Laws;

(ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of poly-chlorinated biphenyls, or radon gas;

(iii) any chemical, material or substance defined as or included in the definition of "dangerous goods", "deleterious substance", "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous waste", or "toxic substances", "waste" or words of similar import under any applicable local, provincial or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but

not limited to, the Canadian Environmental Protection Act (Canada), Fisheries Act (Canada), Transportation of Dangerous Goods Act (Canada), Canada Water Act and the Waste Management Act (British Columbia);

(iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the occupants of the Lands or the owners or occupants of property adjacent thereto, or any other person coming upon the Lands or adjacent property; and

(v) any other chemical, materials or substance which may or could pose a hazard to the environment;

(g) **"Hazardous Materials Claims"** means any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, prosecutions, investigations, agreements, injunctions or orders instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made by any third party against the Mortgagor in connection with the Lands or the business of the Mortgagor relating thereto relating to damage, contribution, cost recovery, compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials;

(h) **"Hazardous Materials Laws"** means any federal, provincial or local laws, rules, ordinances, regulations, orders or other edicts having the force of law relating to the environment or any Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof or the terms of any permit issued therefor) or the environmental conditions on, under or about the Lands including, without limitation, soil, groundwater and indoor and ambient air conditions;

(i) **"Interest Adjustment Date"** means the interest adjustment date, if any, set out or referred to in item 5(c) of the Mortgage Form;

(j) **"Interest Calculation Period"** means the interest calculation period set out or referred to in item 5(d) of the Mortgage Form;

(k) **"Interest Margin"** means the annual percentage rate, if any, above or below the Prime Rate set out or referred to in item 5(b) of the Mortgage Form;

(l) **"Interest Rate"** means, subject to the provisions of paragraph 19 of this Mortgage, the annual interest rate set out or referred to in item 5(b) of the Mortgage Form, calculated and compounded at the end of each Interest Calculation Period not in advance, (or such other rate or rates of interest as may be agreed upon between the Mortgagor and the Mortgagee) and, if the Interest Rate is stated to be a rate above or below the Prime Rate, Interest Rate shall mean the rate per annum equal to the Prime Rate plus or minus the Interest Margin, as the case may be, calculated and compounded at the end of each Interest Calculation Period;

(m) **"Lands"** means all of the estate, right, title and interest of the Mortgagor in and to the land(s) described or referred to in item 2 of the Mortgage Form together with the

improvements, appurtenances and every other thing referred to in Section 10 of the Land Transfer Form Act (British Columbia) and whether now or hereafter existing or acquired, in connection with such land(s);

(n) **"Last Payment Date"** means the last payment date, if any, set out or referred to in item 5(i) of the Mortgage Form;

(o) **"Mortgage"** means the Mortgage Form and these filed standard mortgage terms, read together, as amended, modified and extended from time to time;

(p) **"Mortgage Form"** means the Form B under the Land Title (Transfer Forms) Regulation (British Columbia) which refers to these filed standard mortgage terms and is executed by the Mortgagor and the Covenantor, if any, and all schedules and addenda attached to such Form B;

(q) **"Mortgagee"** means **Canadian Western Bank**, which is the lender or mortgagee described in item 4 of the Mortgage Form, and its successors and assigns;

(r) **"Mortgagor"** means the person or persons described in item 3 of the Mortgage Form as the borrower(s) or mortgagor(s) who executed the Mortgage Form and their respective heirs, personal representatives, successors or permitted assigns, as the case may be;

(s) **"Payment Dates"** means the payment dates, if any, set out or referred to in item 5(e) of the Mortgage Form and **"Payment Date"** means any one of them;

(t) **"Payment Office"** means the place of payment set out or referred to in item 5(k) of the Mortgage Form;

(u) **"Periodic Payment"** means the amount of each payment, if any, set out or referred to in item 5(g) of the Mortgage Form;

(v) **"Permitted Encumbrances"** means the prior encumbrances, if any, set out or referred to in item 11 of the Mortgage Form;

(w) **"Person"** means and includes any individual, sole proprietorship, corporation, partnership, bank, 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);

(x) **"Prime Rate"** means the floating annual variable rate of interest established from time to time by the Mortgagee at its main branch in Vancouver, British Columbia, as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans made by the Mortgagee in Canada and payable on demand and as designated by the Mortgagee and commonly referred to and known as its "prime interest rate" or "prime lending rate";

(y) **"Principal Sum"** means any and all indebtedness, both present and future, whether arising under revolving line(s) of credit, promissory note(s), guarantee(s) or otherwise, and any and all liabilities, both present and future, direct or indirect, absolute or contingent, of the Mortgagor to the Mortgagee, including, without limitation, any advance or re-advance by the Mortgagee to the Mortgagor, whenever made, to the same extent as if the said advance or re-advance had been made at the time of issue of this Mortgage, up to an aggregate outstanding at any time of the principal amount set out or referred to in item 5(a) of the Mortgage Form;

(z) **"Taxes"** means all taxes, rates, levies, charges, assessments and other imposition whatsoever which now are or may hereafter be rated, levied, charged, assessed or imposed by any authority, municipal, local, parliamentary or otherwise, upon the Lands or on the Mortgagor or the Mortgagee in respect of the Lands;

(aa) **"terms"** and **"mortgage terms"** mean, unless the context otherwise requires, all of the covenants, agreements, provisos, terms, conditions and provisions of this Mortgage, and the agreement set out in item 12 of the Mortgage Form of the Mortgagor to be bound by the mortgage terms referred to in item 9 shall constitute the agreement of the Mortgagor to be bound by all of the covenants, agreements, provisos, terms, conditions and provisions of this Mortgage.

2. GRANT OF SECURITY

2.1 This mortgage is made under Part 3 of the Land Transfer Form Act (British Columbia);

2.2 (a) The Mortgagor HEREBY GRANTS AND MORTGAGES the Lands to the Mortgagee forever; and

(b) The Mortgagor HEREBY GRANTS AND MORTGAGES the Fixtures to the Mortgagee forever;

subject to Permitted Encumbrances and the proviso for redemption set out in section 3 of this Mortgage;

2.3 If the Mortgagor hereafter acquires any further or greater interest in the Lands, this Mortgage shall extend to such interest in the Lands;

2.4 Without in any way affecting or releasing the Mortgagor's liability to the Mortgagee for the payment of the moneys and the performance of the obligations hereby secured and for the consideration aforesaid the Mortgagor assigns, transfers and sets over to the Mortgagee:

(a) any moneys due and payable by an expropriating authority upon an expropriation of any or all of the Lands, provided that such assignment is limited to the amount of moneys secured hereby and outstanding at the date the Mortgagor ceases to be the registered owner of the Lands or such part of the Lands as may be affected by any such expropriation, and the Mortgagor further agrees that it shall execute and deliver any such

further or additional documentation which the Mortgagee may in the Mortgagee's sole discretion deem necessary to effect the above assignment or which is requested by the expropriating authority and also agrees to forward to the Mortgagee copies of any documentation relating to an expropriation or proposed expropriation of the Lands or any portion thereof forthwith upon receipt of the same; and

(b) all right, title, claim, demand and interest of the Mortgagor whatsoever at law or in equity or otherwise to indemnification, express or implied, of and from the performance and observance of any and all of the terms of this Mortgage, including without limitation payment of any and all moneys due under this Mortgage by any purchaser of the Lands, or any part thereof, from the Mortgagor.

3. PROVISO FOR REDEMPTION

3.1 Provided this Mortgage to be void on the occurrence of the following events:

(a) payment by the Mortgagor to the Mortgagee, on demand, of the Principal Sum or so much thereof as may be outstanding;

(b) payment by the Mortgagor to the Mortgagee, on demand, of interest at the Interest Rate calculated as well after as before maturity, default and judgment on the Principal Sum outstanding from time to time, provided that until demand interest shall be payable periodically on the Payment Dates until the Principal Sum or so much thereof as may be outstanding has been paid in full;

(c) payment to the Mortgagee of all such other moneys as the Mortgagee may be entitled to by virtue of this Mortgage, as and when such moneys shall become due and payable;

(d) payment of Taxes and performance of statute labour; and

(e) observance and performance of all covenants, agreements, provisos, terms, conditions and provisions herein contained;

AND the Mortgagor releases to the Mortgagee all the claims of the Mortgagor on the Lands subject to the above provisos.

THE MORTGAGOR COVENANTS AND AGREES WITH THE MORTGAGEE AS FOLLOWS:

4. PAYMENT

4.1 The Mortgagor will duly pay the Principal Sum , interest, and all other moneys secured hereby when due and will observe the above provisos;

4.2 The Principal Sum, interest and all other moneys payable hereunder shall be paid when due without any set-off, deduction, defalcation or abatement whatsoever;

4.3 If the Mortgagor fails to pay when due the Principal Sum, interest or other moneys secured hereby, or any part thereof, including compound interest, the Mortgagor shall pay to the Mortgagee compound interest thereon on demand, as well after as before maturity, default and judgment, to be computed with rests on the last day of each Interest Calculation Period;

4.4 The following shall apply if the Interest Rate is a rate below, equal to or above the Prime Rate:

- (a) if the Prime Rate changes and so often as the same occurs during the currency of this Mortgage, the Interest Rate shall change without notice to the Mortgagor on the same day and in the same amount as the Prime Rate changed;
- (b) a certificate of any officer of the Mortgagee as to the Prime Rate at any particular time or times, shall be deemed to be conclusive evidence of the Prime Rate hereunder at such time or times;
- (c) if the Mortgagee shall at any time during the currency of this Mortgage establish more than one rate of interest as its Prime Rate, then for the purposes hereof the Prime Rate hereunder shall be the higher or highest of such rates so established; and
- (d) in the event foreclosure proceedings are commenced hereunder by the Mortgagee, the Mortgagee may, at its option, apply to fix the Interest Rate that will be payable hereunder after the grant of the Order Nisi until the balance of the Principal Sum outstanding has been paid in full at the Interest Rate applicable hereunder on that day which is seven (7) days prior to the date of the grant of the Order Nisi;

4.5 Until the Mortgagee shall notify the Mortgagor otherwise, all payments to be made to the Mortgagee under this Mortgage shall be paid to or to the order of the Mortgagee at the Payment Office, in dollars of lawful money of Canada, solely on business days, and before 12:00 o'clock noon local time on any such day and in the event a payment is made after 12:00 o'clock noon local time on any business day, or is made on any day that is not a business day, such payment will be deemed to have been received by the Mortgagee on the business day next following;

4.6 The Mortgagor will, on the due date thereof, pay and satisfy all Taxes and will submit to the Mortgagee tax receipts evidencing the payment of Taxes within thirty (30) days after they become due, provided that:

- (a) the Mortgagee may deduct from any advance of the Principal Sum an amount sufficient to pay the Taxes which have become or then will become due and payable on or before the date of such advance;
- (b) at the option of the Mortgagee, the Mortgagor will in each year during the currency hereof, if directed by the Mortgagee, pay to the Mortgagee in equal monthly installments such amount as the Mortgagee may estimate as being the Taxes due and payable in each calendar year and such installments shall be paid on such day as the Mortgagee may stipulate or if not stipulated on the first day of each month and such

installments shall be applied on account of Taxes so long as the Mortgagor is not in default hereunder but the Mortgagor shall not be paid interest on moneys paid to the Mortgagee on account of Taxes; and

(c) the Mortgagor shall transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of Taxes forthwith after the receipt of same by the Mortgagor;

4.7 If this Mortgage is now or at any time hereafter subject to any encumbrance, charge, lien or interest claimed upon the Lands, including but not limited to Permitted Encumbrances (each hereinafter called a "prior charge"):

(a) the Mortgagor will pay or cause to be paid as they become due all payments required to be made under or by virtue of each prior charge, whether for principal, interest, taxes or otherwise;

(b) the Mortgagor will duly observe, perform and comply with the covenants, provisos and agreements contained in each prior charge which are to be kept, observed and performed by it;

(c) any default under a prior charge shall be deemed to be default hereunder and shall entitle the Mortgagee to exercise any and all remedies available to the Mortgagee in the event of default hereunder; and

(d) in the event of default by the Mortgagor under a prior charge, the Mortgagee shall have the right, but no obligation, to cure the same in its sole and absolute discretion;

4.8 The Mortgagor shall pay all costs, charges and expenses including without limitation legal costs on a solicitor and his own client basis and appraiser's fees, in connection with the negotiation, preparation, registration, modification and extension of this Mortgage;

4.9 The Mortgagor shall pay all fees, costs, charges and expenses including without limitation legal fees, costs, charges and expenses on a solicitor and his own client basis, which may be incurred by or on behalf of the Mortgagee whether before or after court proceedings are commenced, or whether otherwise incurred, in recovering, collecting, procuring or enforcing payment of any or all the moneys secured under this Mortgage or in any way enforcing or protecting the security of this Mortgage or enforcing any of the terms of this Mortgage (including but not limited to all travelling expenses of the Mortgagee, the Mortgagee's servants and agents, and commissions on collection of rent which may be incurred by or on behalf of the Mortgagee in the taking, recovering and keeping possession of the Lands or in inspecting the same) and all other amounts generally in any other measure or proceedings taken by or on behalf of the Mortgagee to realize or collect the moneys hereby secured or to defend or perfect the title of the Lands, all of which fees, costs, charges, commissions, expenses and other amounts shall be a charge under this Mortgage on the Lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee with interest at the Interest Rate until paid;

4.10 The Mortgagor shall forthwith upon demand repay to the Mortgagee all other proper outlays incurred by the Mortgagee and not covered by any other covenant herein;

4.11 The Mortgagee shall have a reasonable time after payment in full of the moneys secured hereby within which to prepare and execute a discharge of this Mortgage, and interest at the Interest Rate shall continue to run and accrue until actual payment in full of all moneys secured hereby has been received by the Mortgagee, and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor, and the Mortgagor will not be entitled to a discharge of this Mortgage unless and until the Mortgagor shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

5. TITLE

5.1 The Mortgagor has a good title in fee simple to the Lands, subject only to Permitted Encumbrances;

5.2 The Mortgagor has the right to convey the Lands to the Mortgagee save as aforesaid;

5.3 The Mortgagor has done no act to encumber the Lands, save as aforesaid;

5.4 The Lands are free of Hazardous Materials (provided that the Mortgagee may require that an environmental audit of the Lands be conducted at the expense of the Mortgagor by a Person acceptable to the Mortgagee to confirm that the Lands contain no Hazardous Materials), and there are no other environmental risks or liabilities in connection with the Lands known to the Mortgagor, (or if the Mortgagor is a corporation, to any of the Mortgagor's directors and officers) which have not been disclosed to the Mortgagee;

5.5 On default the Mortgagee shall have quiet possession of the Lands free from all encumbrances, save only for Permitted Encumbrances, provided that until default of payment the Mortgagor shall have quiet possession of the Lands;

5.6 The Mortgagor will execute such further assurances of the Lands as the Mortgagee may require including without limitation any and all documents required by the Mortgagee in connection with the Personal Property Security Act (British Columbia);

5.7 The Mortgagor will not permit a lien to be acquired or filed against the Lands under the Builders Lien Act (British Columbia) or under any other statute or law at any time in force affecting the Lands;

5.8 In the event the Mortgagor grants any further mortgage or charge or otherwise encumbers the Lands save and except for this Mortgage and Permitted Encumbrances, then, at the sole discretion of the Mortgagee and notwithstanding the other provisions of this Mortgage, the Mortgagee may declare that all moneys hereby secured shall immediately become due and be paid.

5.9 If the Mortgagor holds a leasehold interest in the Lands, the Mortgagor covenants with the Mortgagee that:

- (a) the Mortgagor has a good leasehold title to the Lands;
- (b) the Mortgagor has a right to mortgage, charge and sublet the leasehold title to the Lands to the Mortgagee in the manner herein provided and, if required, has obtained the lessor's consent to this Mortgage;
- (c) neither the Mortgagor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof except as the records of the land titles office disclose;
- (d) the lease is a good, valid and subsisting lease and it has not been surrendered, forfeited, amended or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Mortgagor up to the date of the execution of this Mortgage by the Mortgagor;
- (e) the Mortgagor will not amend, surrender or modify the lease without the written consent of the Mortgagee first had and obtained and it will not allow the lease to be terminated or forfeited;
- (f) the Mortgagor will pay the rent reserved by the lease and will observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Mortgagee indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto;
- (g) each officer of the Mortgagee shall be the Mortgagor's attorney during the continuance of this Mortgage so as to permit the Mortgagee to execute any document or do any act or thing which the Mortgagee is permitted or the Mortgagor is required to execute or do pursuant to the provisions hereof; and
- (h) The last day of the term of the lease is excepted from the charge created hereby, but the Mortgagor will stand possessed of the Lands for the last day of the term, or any renewal term, granted by the lease, in trust for the Mortgagee and will sell and assign the last day of the term, or any renewal term, as the Mortgagee may direct, but subject to the same right of redemption and other rights as are hereby given to the Mortgagor with respect to the derivative term hereby granted. In the event of any sale or assignment by the Mortgagee as contemplated herein, the Mortgagor will hold the said last day in trust for the purchaser, and the purchaser's heirs, executors, administrators, successors and assigns.

6. INSURANCE

6.1 The Mortgagor will forthwith insure and during the continuance of this Mortgage will keep insured each and every building, structure, erection, improvement, fixture or replacement thereof (including without limitation all plant, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever) now on the Lands or which may hereafter be erected thereon against loss or damage by fire and such other perils as the Mortgagee may

reasonably require (including but not limited to boiler insurance, loss of rental income and business interruption insurance);

6.2 The Mortgagor will keep and maintain third party liability insurance in an amount satisfactory to the Mortgagee;

6.3 The Mortgagor will keep and maintain such other insurance as is customarily maintained by persons operating or occupying similar properties in equivalent locations;

6.4 All insurance coverage required by the Mortgagee shall be issued by insurers in form and upon terms and in amounts acceptable to the Mortgagee, and the Mortgagor shall cause the Mortgagee to be named as a loss payee as its interest may appear in respect of the Lands on the policy or policies of insurance effected by the Mortgagor and shall cause mortgage clauses in a form approved by the Mortgagee to be included in such policy or policies and shall provide evidence of such insurance to the Mortgagee forthwith upon demand;

6.5 The Mortgagor will pay all insurance premiums and sums of money necessary for such purposes as the same shall become due;

6.6 The Mortgagor will forthwith assign, transfer and deliver over to the Mortgagee each and every policy or policies of insurance and receipts thereto appertaining;

6.7 The Mortgagor shall forthwith on the happening of any loss or damage furnish to the Mortgagee at the Mortgagor's expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of insurance moneys;

6.8 Any insurance moneys received may, at the option of the Mortgagee, be applied to a suspense account or in or towards rebuilding, reinstating or repairing all or any portion of the Lands or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Lands or be applied or paid partly in one way and partly in another or such moneys may be applied, in the sole discretion of the Mortgagee, in whole or in part on the moneys secured hereby or any part thereof whether due or not then due;

6.9 To ensure that the Mortgagee may so apply such insurance moneys in the manner herein contemplated, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance moneys and expressly waives all the Mortgagor's rights and benefits under the Insurance Act (British Columbia) and the Fires Prevention (Metropolis) Act 1774.

7. USE, ALTERATIONS AND REPAIRS

7.1 The Mortgagor shall not without the express written consent of the Mortgagee first had and obtained:

- (a) change the present use of the Lands; nor
- (b) permit the Lands to be unoccupied or unused;

7.2 The Mortgagor shall promptly observe, perform, execute and comply with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of every governmental, municipal and civil authority or agency concerning the Lands and further agrees, at the cost and expense of the Mortgagor, to do and perform all acts and things which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances and regulations and in particular, but without limiting the generality of the foregoing:

(a) it will observe and comply in all material respects with the provisions of all Hazardous Material Laws pertaining to the Lands or the business of the Mortgagor in connection therewith and from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence satisfactory to the Mortgagee, acting reasonably, of such observance and compliance;

(b) it will, after becoming aware thereof, promptly provide the Mortgagee with notice of:

(i) the presence of or any discharge or release of Hazardous Materials on, under or about the Lands which is required to be reported to any governmental authority;

(ii) any Hazardous Materials Claims; and

(iii) any remedial action taken in response to any Hazardous Materials Claims;

(c) it will not object to and will take such actions and do such things within its power as may be reasonable and necessary to enable the Mortgagee to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims; and

(d) it will observe and comply in all material respects with all applicable laws, regulations, bylaws, ordinances and orders of any governmental authority having application to the Lands or the business of the Mortgagor in connection therewith which pertain to health and safety or industrial hygiene;

7.3 The Mortgagor will keep the Lands and all buildings, structures, erections, improvements and the like now or hereafter constructed thereon in good condition and repair according to the nature and description thereof respectively, and shall not commit any act of waste or allow any act of waste to be committed upon the Lands;

7.4 Save as herein otherwise expressly permitted, the Mortgagor will not, without the prior written consent of the Mortgagee, demolish the whole or any part of the buildings, structures, erections, improvements and the like now or hereafter existing on the Lands and will not proceed with any alteration, remodelling, rebuilding or addition thereto or thereof, in whole or in part;

7.5 The Mortgagor will not insulate or allow any building, erection, addition or improvement now or hereafter existing on the Lands to be insulated in whole or in part with urea formaldehyde foam insulation or asbestos;

7.6 No Hazardous Materials exist on, under or about the Lands. No Hazardous Materials have at any time been transported to or from the Lands or used, generated, manufactured, stored or disposed of on, under or about the Lands. No enforcement actions in respect of Hazardous Materials Laws are pending or threatened against the Lands or any operations of the Mortgagor. The Mortgagor will comply with all Hazardous Materials Laws, and will cause all tenants under any lease or occupancy agreement affecting the Lands and all other legal persons on or occupying the Lands, to comply with all Hazardous Materials Laws. Without limiting the generality of the foregoing, the Mortgagor will not use, generate, manufacture, store or dispose of, nor will it permit the use, generation, storage or disposal of, Hazardous Materials on, under or about the Lands, nor will it transport or permit the transportation of Hazardous Materials to or from the Lands. The Mortgagor will promptly take any and all necessary remedial action in response to the presence, storage, use, disposal, transportation, discharge or release of any Hazardous Materials on, under or about the Lands, provided that the Mortgagor will take such remedial action in good faith so as to minimize any impairment to the Lands and the grants, mortgages and charges created hereby. In the event the Mortgagor undertakes any remedial action with respect to any Hazardous Materials on, under or about the Lands, the Mortgagor will conduct and complete such remedial action to the satisfaction of the Mortgagee, in compliance with all applicable federal, provincial and local laws, regulations, rules, ordinances and policies, and in accordance with the orders and directives of all federal, provincial and local governmental authorities;

7.7 If requested by the Mortgagee from time to time, the Mortgagor will promptly submit, at its own expense, a report, satisfactory in form and content to the Mortgagee and prepared by a consultant approved by the Mortgagee, certifying that the Lands are not then being used nor have they been used in the past for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials. The Mortgagor will immediately advise the Mortgagee in writing of any and all Hazardous Materials Claims, of the presence of any Hazardous Materials on, under or about the Lands, of any remedial action taken by the Mortgagor in response to any Hazardous Materials Claims or any Hazardous Materials on, under or about the Lands, of the Mortgagor's discovery of the presence of Hazardous Materials on, under or about any real property adjoining the Lands, of the Mortgagor's discovery of any occurrence of condition on any real property adjoining or in the vicinity of the Lands that could cause the Lands to be subject to any restrictions on the ownership, occupancy, transferability or use of the Lands under any Hazardous Materials Laws. The Mortgagor will immediately provide the Mortgagee with copies of all communications with federal, provincial and local governments or agencies relating to Hazardous Materials Laws and all communication with any legal person relating to Hazardous Materials Claims;

7.8 The Mortgagor shall assume any and all environmental liabilities relating to the Lands, and will protect, indemnify and hold the Mortgagee, its directors, officers, employees and agents, and any successors to the Mortgagee's interest in the Lands, and any other legal person who acquires the Lands at a foreclosure sale or otherwise through the exercise of the Mortgagee's rights and remedies, and any successors to any such other legal person, and all

directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgements, awards, costs and expenses (including, without limitation, legal fees and disbursements and costs and expenses of investigation) which arise out of or relate in any way to any use, handling, production, transportation, disposal or storage of any Hazardous Materials in or on the Lands whether by the Mortgagor or any tenant or any other legal person, including without limitation all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage, discharge or disposal of Hazardous Materials by the Mortgagor, any prior owner or operator of the Lands or any legal person on or about the Lands, or arising out of any residual contamination affecting any natural resource or the environment, and the costs of any required or necessary repair, clean-up, remediation or detoxification of the Lands and the preparation of any closure or other required plans. In addition if any Hazardous Material is caused to be removed from the Lands by the Mortgagor, the Mortgagee or any other legal person, then such Hazardous Material will be and remain the property of the Mortgagor and the Mortgagor will assume any and all liability for such removed Hazardous Material. The Mortgagor understands that its liability to the aforementioned indemnified parties will arise upon the earlier to occur of the discovery of the Hazardous Materials on, under or about the Lands, or the institution of any Hazardous Materials Claims, and not upon the realization of loss or damage, and that it will survive the payment and satisfaction of all of the other obligations secured hereby. The Mortgagor will pay to the Mortgagee from time to time, immediately upon the Mortgagee's request, an amount equal to all costs, damages, claims and expenses described or referred to in this paragraph, as reasonably determined by the Mortgagee;

7.9 The Mortgagee and any agent of the Mortgagee, may at any time and from time to time enter upon the Lands to inspect the Lands or any part or parts thereof and at any time the Mortgagee in its sole discretion deems necessary or advisable, and the Mortgagee may without the concurrence of the Mortgagor or any other person make arrangements to repair, finish, and put in order the buildings, structures, erections, improvements and the like now or hereafter existing on the Lands, and to inspect, take care of, lease, collect the rents of, and generally manage the Lands as the Mortgagee may deem proper, and the Mortgagee shall not hereby become or be liable as a mortgagee in possession.

8. ADVANCE OF MORTGAGE MONEYS

8.1 The Mortgagee may deduct accrued interest and costs, charges, and expenses payable hereunder from any advance of the Principal Sum and the Mortgagee may deduct interest from any advance of the Principal Sum calculated from the date of that advance to the date of the next Payment Date occurring after the date on which that advance was made;

8.2 Except to the extent that the Mortgagee by issuing letters of credit or letters of guarantee or accepting bills of exchange or other negotiable instruments at the request of the Mortgagor is required to make advances or re-advances of money thereunder, the Mortgagor agrees that neither the preparation, execution or registration of this Mortgage, nor the advance or re-advance in part of the Principal Sum hereby secured, nor any course of conduct of the Mortgagee or of any of its officers, agents or employees shall bind the Mortgagee to advance or re-advance the Principal sum or any unadvanced portion thereof to the Mortgagor or to any other

person the obligations of whom are guaranteed by the Mortgagor, it being understood and agreed that the advance or re-advance of the moneys hereby secured or any part thereof from time to time shall be in the absolute discretion of the Mortgagee and not exercised or deemed exercised unless and until that advance or re-advance has actually been made to the Mortgagor, but nevertheless the security created by this Mortgage shall take effect in accordance with the terms of this mortgage forthwith upon the execution hereof by the Mortgagor. NOTICE IS HEREBY GIVEN to every person dealing with the title to the Lands that advances and re-advances not exceeding the aggregate amount secured by this Mortgage are contemplated and secured by this Mortgage and, to the extent that such advances or re-advances are payments required to be made by the Mortgagee pursuant to the terms of letters of credit, letters of guarantee or bills of exchange or other negotiable instruments, the Mortgagee is hereby required to make those advances or re-advances;

8.3 Any portion of the Principal Sum may be advanced or re-advanced by the Mortgagee all or in part at any future date or dates and the amount of those advances and re-advances when so made shall be secured by this Mortgage and be repayable with interest at the Interest Rate and this Mortgage shall be deemed to be taken as security for the moneys hereby secured arising from the current and running accounts represented by advances and re-advances hereunder under a line of credit or a current loan or otherwise, and the charge and mortgage created by the Mortgage shall take effect forthwith on the execution of the Mortgage Form;

8.4 If this Mortgage is redeemed by the Mortgagor, it shall be cancelled and shall not be re-issued, but neither:

- (a) any partial payment made thereon by the Mortgagor to the Mortgagee; nor
- (b) any ceasing by the Mortgagor to be indebted to the Mortgagee;

shall be deemed to be a redemption or cancellation pro tanto or otherwise, and this Mortgage shall be and remain valid security for any subsequent advance or re-advance by the Mortgagee to the Mortgagor to the same extent as if that advance or re-advance had been made on the execution of this Mortgage.

9. MORTGAGEE'S ELECTION TO MAKE PAYMENTS AND CURE DEFAULTS

9.1 If the Mortgagor fails to make any payment which the Mortgagor has covenanted or agreed to make by the terms of this Mortgage or to provide proof of the making of any such payment to the Mortgagee upon demand, the Mortgagee may make any such payment;

9.2 If the Mortgagor fails to perform any covenant or agreement herein contained on the part of the Mortgagor or to provide proof of performance to the Mortgagee upon demand, the Mortgagee may in its sole discretion perform or cause to be performed any such covenant or agreement and may do such acts as it considers are reasonable to protect the interests of the Mortgagee and for such purposes the Mortgagee and its authorized representatives may enter onto the Lands. Without limiting the generality of the foregoing, the Mortgagee may:

- (a) insure the buildings on the Lands in accordance with the provisions hereof if the Mortgagor neglects to insure or to deliver policies and receipts in accordance herewith;
- (b) repair and reinstate the buildings and improvements on the Lands if the Mortgagor fails to repair in accordance herewith or demolishes or alters such buildings or improvements in contravention hereof;
- (c) without any order or direction of the Mortgagor, pay to contractors, sub-contractors, material men, labourers, and other persons supplying or having a claim for work, services, or materials supplied in and about the construction, repairing, altering or replacing of any buildings, structures, erections or improvements and the like now or hereafter constructed on the Lands, any moneys due to them for such work, services or materials; and
- (d) pay common expenses, assessments, contributions or levies required to be paid in connection with any strata lot comprising the Lands;

PROVIDED THAT the Mortgagee shall not be bound to exercise its rights hereunder and, if the Mortgagee shall exercise its rights hereunder, it shall not be liable to the Mortgagor for any loss or damage suffered by the Mortgagor as a result of such exercise;

9.3 If the Mortgagee shall make payment to any creditor of the Mortgagor or any encumbrance holder in respect of the Lands pursuant to the provisions hereof, the Mortgagee shall be entitled to all equities and securities held by such creditor or encumbrance holder in respect of the indebtedness or encumbrance paid or satisfied;

9.4 All payments made and all sums of money expended by the Mortgagee under this paragraph 9, including incidental costs, charges, expenses and outlays incurred in doing anything under this paragraph 9, shall be forthwith payable by the Mortgagor on demand with interest at the Interest Rate from the time or respective times of the payment thereof until paid, and until paid shall be a charge on the Lands in favour of the Mortgagee prior to all claims thereon subsequent to this Mortgage and may be added to the Principal Sum as if the same had originally formed part thereof;

9.5 Nothing done by the Mortgagee in reliance on the provisions of this paragraph 9 shall in any manner prejudice the remedies of the Mortgagee in respect of any default of the Mortgagor or otherwise.

10. DEFAULT AND ACCELERATION

10.1 If any default at any time be made of or in any payment of the Principal Sum or interest hereby secured or mentioned, or intended so to be, or any part thereof, at the times and in the amounts provided, or in payment of any of the taxes, rates, levies, charges, rents, assessments, statute labour or other impositions whatsoever, or under the covenant to insure herein given, or as to any other covenant or proviso herein contained, or if the Mortgagor becomes bankrupt or insolvent or makes or demonstrates an intention to make an assignment for the benefit of its creditors or makes a proposal or takes advantage of any provision of the Bankruptcy and Insolvency Act (Canada), or any other legislation for the benefit of insolvent

debtors or if the whole or any portion of the Lands become the subject of expropriation proceedings, then and in every such case and in the sole discretion of the Mortgagee:

(a) the outstanding Principal Sum, interest, and all other moneys owing hereunder shall forthwith become due and payable without notice in like manner and with like consequences and effects to all intents and purposes whatsoever as if the Balance Due Date had fully come and expired, and notwithstanding that this Mortgage is declared to be made in pursuance of Part 3 of the Land Transfer Form Act (British Columbia) it is expressly understood and agreed by the Mortgagor that the reinstatement provisions of the form of words numbered 15 in Column II of Schedule 6 to the said Land Transfer Form Act shall have no force and effect in respect of this Mortgage or any of the moneys hereby secured, whether for interest, the Principal Sum or upon any other account whatsoever and the provisions relating to a default under this Mortgage by the Mortgagor shall be as set out herein and the Mortgagor shall not be relieved from the consequences of default by payment of the moneys of which default of payment has been made and costs and charges related thereto;

(b) the Mortgagee shall have possession of the Lands free and clear from all encumbrances subject only to Permitted Encumbrances; and

(c) the Mortgagee may exercise any and all remedies to enforce this Mortgage;

10.2 If the Mortgagor or any other person liable for the performance of any or all of the Mortgagor's obligations under this Mortgage defaults in the observance or performance of any of the terms of any other security documents given or granted to the Mortgagee as additional or collateral security for the payment of the moneys hereby secured or the performance of the terms of this Mortgage, then such default shall be deemed to be a default under this Mortgage and entitle the Mortgagee to exercise any and all remedies available to the Mortgagee in the event of default under this Mortgage.

11. REMEDIES OF MORTGAGEE ON DEFAULT

11.1 The Mortgagee, on default of any payment required to be made hereunder as and when due, may on one week's notice enter on and lease or sell the Lands or any part or parts thereof; and should default in payment continue for one month, the foregoing powers of entry and leasing or sale, or any of them, may be exercised without notice and the Mortgagee may lease or sell as aforesaid without entering into possession of the Lands; and the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power, or that such power had been improperly or irregularly exercised or that notice had not been given; and the Mortgagee may sell the whole or any part or parts of the Lands by public auction or private contract, or partly one and partly the other, on such terms as to credit and otherwise as to the Mortgagee shall appear most advantageous and for such prices as can reasonably be obtained therefor; and sales may be made from time to time of portions of the Lands to satisfy interest or parts of the Principal Sum overdue, leaving the Principal Sum or balance thereof to run at interest, payable at the Interest Rate; and the Mortgagee may make any stipulations as to title or commencement of title, or otherwise, as the Mortgagee shall deem

proper; and the Mortgagee may buy in or rescind or vary any contract for sale of any of the Lands and re-sell, without being answerable for any loss occasioned thereby; and in the case of a sale on credit the Mortgagee shall only be bound to account to the Mortgagor for such moneys as have been actually received from the purchaser(s) after the satisfaction of the Mortgagee's claim; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee deems fit; and the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof; and no want of notice or of publication, even if required hereby, shall invalidate any sale hereunder; and the above powers may be exercised by the Mortgagee and against the Mortgagor, and the costs of any abortive sale shall become a charge upon the Lands, and the Mortgagee may add them to the moneys secured hereby;

11.2 If default shall be made in payment of any part of the Principal Sum, interest or other moneys hereby secured at any time herein provided for the payment thereof, it shall be lawful for the Mortgagee to, and the Mortgagor hereby grants full power and license to the Mortgagee to enter, seize and distrain upon any goods upon the Lands and by distress warrant to recover by way of rent reserved as in the case of a demise of the Lands as much of the Principal Sum, interest or other moneys hereby secured as shall from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses of the Mortgagee in connection therewith (including without limitation legal fees, costs, charges and expenses on a solicitor and his own client basis);

11.3 The obtaining of a judgment or judgments in any action to enforce this Mortgage or any of the covenants herein contained or any covenant contained in any other security for payment of the moneys hereby secured or performance of the obligations herein contained shall not operate as a merger of this Mortgage or of the moneys hereby secured or any of the said covenants or affect the right of the Mortgagee to interest at the Interest Rate and at the times aforesaid on any moneys owing to the Mortgagee under any covenant therein or herein set forth, and any judgment shall provide that interest shall be computed at the Interest Rate and in the same manner as herein provided until the judgment or judgments shall have been fully paid and satisfied;

11.4 Upon any default or defaults in the payment of the moneys hereby secured or of any installment thereof or of interest thereon, as they become due, or upon any default by the Mortgagor in the performance or observance of any of the terms of this Mortgage, or of any of the assignments of rents or leases or other deeds or instruments from time to time given by the Mortgagor to the Mortgagee as additional or collateral security for the moneys hereby secured, then on the happening of any one or more of such events, the Mortgagor shall refrain from collecting and receiving all rents accruing as aforesaid and, upon notice from the Mortgagee, all tenants shall thereafter pay all such rents to the Mortgagee, and any payment made otherwise will not discharge the obligations of such tenant, and the Mortgagee may immediately cause default proceedings to be commenced under this Mortgage in the manner prescribed by law, and the Mortgagee shall be entitled to have a receiver, receiver-manager or a receiver and manager appointed and, without proof of any ground for his appointment other than the said default, to take possession and charge of the Lands and to fully and effectively operate the business which the Lands comprise or which was conducted thereon by the Mortgagor including, without limiting the generality of the foregoing, the right to rent the same and receive and collect the rents, issues and profits thereof under direction of the Court, and any amount so collected by

such receiver shall be applied under direction of the Court to the payment of any judgment rendered, or amounts found due, according to the terms of this Mortgage including the costs of collection and legal fees, costs, charges and expenses on a solicitor and his own client basis, and in the event of any default or defaults in the payment of the moneys hereby secured or of any installment thereof or of interest thereon or in the performance or observance of any of the terms of this Mortgage, the Mortgagee shall have the right forthwith after any such default to enter upon, take possession of and rent the Lands and receive the rents, issues and profits thereof and apply the same, after payment of all necessary charges and expenses, on account of the moneys hereby secured;

11.5 In addition to the foregoing rights and powers, the Mortgagee may appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein called the "Receiver") of the Lands, with or without bond, and may from time to time remove the Receiver and appoint another in his stead. A Receiver appointed by the Mortgagee as aforesaid will be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts or defaults and the Mortgagee shall not be in any way responsible therefor and the Mortgagee shall not be liable to the Receiver for his remuneration, costs, charges or expenses;

11.6 It is further specifically understood and agreed that the Receiver appointed by the Mortgagee shall have the following powers, subject to any limitations in the instrument in writing or any order of a court of competent jurisdiction appointing him, namely to:

- (a) take possession of the Lands;
- (b) rent the Lands or any portion thereof and receive and collect the rents, issues and profits thereof;
- (c) carry on or concur in carrying on the business of the Mortgagor in operating the business comprised of the Lands or which is conducted thereon by the Mortgagor;
- (d) pay any or all debts and liabilities in connection with the Lands;
- (e) sell or lease or concur in selling or leasing any or all of the Lands;
- (f) make any arrangements or compromises which the Receiver considers expedient;
- (g) borrow money, upon the security of the whole or any part of the Lands, to carry on the business of the Mortgagor comprised of the Lands or which is conducted thereon by the Mortgagor or to maintain the whole or any part of the Lands in a manner that will be sufficient to obtain the amounts from time to time required in the opinion of the Receiver, and in so doing the Receiver may issue certificates (each herein called a "Receiver's Certificate") that may be payable as the Receiver considers expedient and bear interest as stated therein, and the amounts from time to time payable under any Receiver's Certificate shall charge the Lands in priority to this Mortgage and the Mortgagor hereby charges the Lands with the debt, if any, owing from time to time under any Receiver's Certificate; and

(h) institute and prosecute all suits, proceedings and actions which the Receiver considers necessary or advisable for the proper protection of the Lands, to defend all suits, proceedings and actions against the Mortgagor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted, and appeal any suit, proceeding or action;

11.7 In exercising his powers hereunder, any Receiver will be free to deal with the Lands and any assets of the Mortgagor related thereto in such order or manner as he may be directed by the Mortgagee, any rule of law or equity to the contrary notwithstanding, including, without limitation, the equitable principle or doctrine of marshalling;

11.8 The net revenue received from the Lands and the net proceeds of sale of the Lands or any part thereof shall be applied by the Receiver, subject to the claims of creditors, if any, ranking in priority to this Mortgage, as follows:

- (a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable to him;
- (b) secondly, in payment to the Mortgagee of all costs and charges owing hereunder and interest and arrears of interest remaining unpaid hereunder;
- (c) thirdly, in payment to the Mortgagee of the Principal Sum owing hereunder; and
- (d) fourthly, any surplus shall be paid to the Mortgagor;

provided that in the event any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or any portion of the surplus as the Receiver deems appropriate in the circumstances;

11.9 Neither the provisions of this Mortgage nor the exercise of the powers provided in this Mortgage shall render the Mortgagee a mortgagor in possession, and the Mortgagee shall not be accountable except for the moneys actually received by the Mortgagee;

11.10 All remedies available to the Mortgagee herein shall be in addition to and not restrictive of the remedies of the Mortgagee at law and in equity and by statute;

11.11 Each remedy of the Mortgagee may be enforced in priority to or concurrently with or subsequent to any other remedy or remedies of the Mortgagee;

11.12 The Mortgagee may realize on various securities and any parts thereof in any order that the Mortgagee may consider advisable, and any realization, whether by foreclosure or sale, on any security or securities shall not bar realization on any other security or securities.

12. PRESERVATION OF MORTGAGE AND OTHER SECURITY

12.1 No extension of time given by the Mortgagee to the Mortgagor, nor anyone claiming under the Mortgagor, nor any other dealing by the Mortgagee with the owner of the equity of redemption of the Lands, shall in any way affect or prejudice the rights or remedies of the Mortgagee against the Mortgagor or any other person liable either in whole or in part for the payment of the moneys hereby secured or the performance of the obligations of the Mortgagor hereunder;

12.2 Every part, lot or strata lot into which the Lands are or may hereafter be divided does and shall stand as charged with the whole of the moneys hereby secured, and no person shall have any right to require the moneys hereby secured to be apportioned upon or in respect of any such part, lot or strata lot;

12.3 The Mortgagee may at all times release any part or parts of the Lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the moneys secured hereby or any part thereof, either with or without any consideration therefor and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the Lands or any other securities or covenants herein contained, it being agreed that, notwithstanding any such release, the Lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;

12.4 The Mortgagee may waive any default hereunder provided that no such waiver, nor any failure to enforce at any time or from time to time any of the rights of the Mortgagee hereunder, shall prejudice the Mortgagee's rights in the event of any future default or breach;

12.5 The provisions of this Mortgage and the security of this Mortgage are in addition to, but not in substitution for, any other security now or hereafter held by the Mortgagee for the Principal Sum, interest and other amounts hereby secured or any part thereof;

12.6 Any act done or omitted to be done by any of the parties hereto regarding any other securities held by the Mortgagee for the Principal Sum, interest and other amounts hereby secured or any part thereof shall not in any way affect or prejudice this Mortgage, and this Mortgage shall remain and be in force until satisfaction thereof is made by payment of all sums hereby secured as if no other security was held by the Mortgagee for such sums.

13. RIGHT OF CONSOLIDATION PRESERVED

13.1 The doctrine of consolidation shall apply to this Mortgage notwithstanding Section 31 of the Property Law Act (British Columbia).

14. SALE OR TRANSFER

14.1 (a) if the Lands or any part thereof are sold, transferred, conveyed or assigned or otherwise disposed of, or the Mortgagor enters into any agreement to effect any of the foregoing, whether by registered or unregistered instrument and whether for valuable or

nominal consideration or otherwise, to a party not first approved in writing by the Mortgagee; or

- (b) if such purchaser, grantee, transferee or assignee should fail to:
 - (A) apply for and receive the Mortgagee's written approval as aforesaid;
 - (B) if required by the Mortgagee, personally assume all the obligations of the Mortgagor under this Mortgage, and
 - (C) if required by the Mortgagee, execute an assumption agreement in the form required by the Mortgagee;

then the Mortgagee at its option may declare the Principal Sum then secured hereunder, all accrued interest and all other moneys then secured hereby, to become immediately due and payable in full and the Mortgagor shall pay the same forthwith;

14.2 The word "assigned" as used in paragraph 14.1 shall include any transfer, sale, assignment, bequest, inheritance, encumbrance or other disposition of shares of any body corporate comprising the Mortgagor, in whole or in part, having the result of changing the identity of the person(s) who during the currency of this Mortgage exercise the effective voting control of such body corporate;

14.3 The Mortgagee shall be entitled to charge a reasonable servicing fee to process each application for approval as herein contemplated, which fee shall be payable forthwith upon demand. Failure by the Mortgagor to pay such servicing fee shall be deemed to be an act of default hereunder. It is further understood and agreed that any approval given hereunder shall in no way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the moneys hereby secured.

15. STRATA LOT PROVISIONS

15.1 If the Lands now or at any time hereafter are comprised of one or more strata lots, the Mortgagor covenants and agrees:

- (a) "Act" means for the purposes of this paragraph 15, , the Strata Property Act (British Columbia);
- (b) where used in this paragraph 15, the terms "common expenses", "common property", "owner", "Strata Corporation" and "strata lot" shall have the respective meanings attributed to them in the Act;
- (c) to observe and perform all the covenants, agreements, conditions and provisos required to be observed and performed under the Act and any by-laws, rules and regulations that may be passed by the Strata Corporation or any special interest section thereof of which the Mortgagor is a member by virtue of ownership by the Mortgagor of the strata lot(s) hereby charged;

- (d) to pay, on or before the due dates thereof, the share of common expenses and each and every assessment, contribution or levy made by the Strata Corporation or any special interest section thereof against the strata lot(s) and interest(s) in the Lands hereby charged, and the Mortgagor shall not permit a situation under which the Strata Corporation or any special interest section thereof may register in the land title office a certificate of lien in Form G prescribed under the Strata Property Regulation, B.C. Registry 43/2000, as amended or replaced from time to time (the "Strata Property Regulation");
- (e) to forward to the Mortgagee within ten (10) days of demand by the Mortgagee a certificate in Form F prescribed under the Strata Property Regulation certifying that no moneys are owing to the Strata Corporation by the Mortgagor;
- (f) that the Mortgagor shall not without the prior written consent of the Mortgagee:
- (i) assign any of the Mortgagor's rights, powers, duties or obligations under the Act or the by-laws created under the Act; or
 - (ii) give possession of any strata lot(s) hereby charged to any person whether on the basis of an agreement providing for the purchase of the strata lot(s) by the occupier or on the basis of a lease, sublease or assignment of lease for a term of one (1) year or more or otherwise;
- (g) to grant and hereby grants to the Mortgagee all rights and powers to vote conferred on the Mortgagor by the Act, but neither this section nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession;
- (h) that this Mortgage constitutes express written notice to the Mortgagor that the Mortgagee intends to exercise the power to vote on any matters relating to insurance, maintenance, finance or other matters affecting the security for this Mortgage and no additional notice need be given to the Mortgagor to permit the Mortgagee to exercise the right and power to vote conferred on the Mortgagor in respect of these matters, and the Mortgagee may, at any duly called meeting of the Strata Corporation of which the Mortgagee has received written notice, exercise the right to vote on these matters if the Mortgagee is not by its authorized representative, agent or proxy, present at that meeting;
- (i) that the right and power to vote granted in this Mortgage to the Mortgagee does not impose on the Mortgagee any duty or obligation whatsoever to protect the interest of the Mortgagor, and the Mortgagee shall not be responsible for the consequences of any exercise of the right to vote or any failure to exercise the right to vote;
- (j) that under section 36(1)(c) of the Act the Mortgagor hereby authorizes any officer of the Mortgagee to apply at any time and from time to time during the term hereof to the Strata Corporation to have the by-laws for the time being in force governing the strata lot(s) and interest in the Lands hereby charged made available for inspection by an officer of the Mortgagee;

(k) that the Mortgagor hereby authorizes any officer of the Mortgagee to request from the Strata Corporation at any time and from time to time an information certificate under Section 59 of the Act;

(l) that the Mortgagor shall cause the Mortgagee to be named as a loss payee as its interest may appear in respect of the strata lot(s) on the policy or policies of insurance effected by the Strata Corporation, on the buildings, common facilities and the insurable improvements owned by the Strata Corporation and shall cause mortgage clauses in a form approved by the Mortgagee to be included in such insurance policy or policies and shall provide evidence of such insurance to the Mortgagee forthwith upon demand;

(m) that if the insurance effected by the Strata Corporation on the buildings and common facilities is inadequate in the opinion of the Mortgagee, then the Mortgagor shall upon demand effect insurance of the strata lot(s) and the Mortgagor's interest in the common property against such risks or hazards and in an amount as the Mortgagee may require with an insurance company and by a policy satisfactory to the Mortgagee, which policy or policies shall contain loss payable provisions and mortgage clauses as aforesaid, and shall provide evidence of such insurance to the Mortgagee; and

(n) that the Mortgagee is the Mortgagor's agent to examine, inspect and obtain copies of any and all records, minutes, books of account or other documents of any nature and kind whatsoever which the Mortgagor is entitled to examine or inspect.

16. COVENANTOR

16.1 This paragraph applies if this Mortgage has been executed by a "Covenantor" and if so, the Covenantor for the sum of TEN DOLLARS (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by the Mortgagee to the Covenantor (the receipt and sufficiency of which is hereby acknowledged), hereby covenants, promises and agrees to and with the Mortgagee as a principal debtor and not as a surety:

(a) to duly and punctually pay the Principal Sum, interest and all other moneys from time to time owing on the security of this Mortgage and to observe and perform or cause to be observed and performed all the covenants, agreements, terms, provisos, stipulations, and conditions herein contained on the part of the Mortgagor to be observed and performed and to indemnify, protect and save harmless the Mortgagee from all loss, costs and damage in respect of this Mortgage and every matter and thing herein contained;

(b) that no release or releases of any portion or portions of the Lands and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor which may arise under this Mortgage and no extension or extensions granted by the Mortgagee to the Mortgagor for payment of the moneys hereby secured, or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor, nor any variation in or departure from the provisions of this Mortgage including but not limited to any variation or increase of the Interest Rate or any extension of the term of payment of the moneys secured hereunder, nor any taking of further security from the Mortgagor nor any other dealings between the

Mortgagee and the Mortgagor, shall in any way prejudice the Mortgagee or modify, alter, vary or affect the liability of the Covenantor in any way under this covenant, which shall continue and be binding on the Covenantor, as well after as before default under, judgment upon, or maturity of this Mortgage, until the Principal Sum, interest and other moneys owing hereunder are fully paid and satisfied;

(c) that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the Covenantor or any other person before enforcing its rights against the Covenantor;

(d) that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights, whether due to default, negligence or otherwise on the part of the Mortgagee, with respect to this Mortgage, or any other security granted to the Mortgagee relating to the within mortgage or the moneys secured hereby, shall not prejudice the Mortgagee with respect to its rights pursuant to this covenant and shall not discharge or limit or lessen the liability of the Covenantor pursuant to the terms hereof;

(e) that the release of any person or persons comprising the Covenantor from his or her or its liability hereunder, in whole or in part, shall not affect the liability of any person or persons remaining as Covenantor above, which liability shall in each instance remain unimpaired and still in full force and effect as if each person being so released had not been party to this Mortgage; and

(f) that the Mortgagee may vary any agreement or arrangement with any or all of the persons comprising the Covenantor and grant extensions of time to or otherwise deal with the Covenantor without any consent on the part of the Mortgagor.

17. PROMISSORY NOTE

17.1 Any promissory note or notes taken in connection with any advance or re-advance of funds to be secured hereunder is taken as collateral security only and not in satisfaction of the moneys secured hereby.

18. OTHER OBLIGATIONS

18.1 Any default by the Mortgagor in the performance of any contractual obligation to the Mortgagee under any agreement or legal instrument collateral or supplemental hereto, and any default by any person or persons in the performance or observance of any provision or covenant hereunder or under any other security for the payment of the moneys secured by this Mortgage and any material adverse change in the financial condition of the Mortgagor and/or any other person executing this Mortgage, and the making of any mis-statement by any person in any statutory declaration or certificate at any time delivered in connection with this Mortgage, shall be deemed to be a default hereunder and shall entitle the Mortgagee to exercise all remedies available to the Mortgagee in the event of default by the Mortgagor hereunder;

18.2 All covenants, agreements, representations and warranties of the Mortgagor and/or any other person from time to time contained in any loan application, commitment letter or similar application (the "Application") for the moneys secured hereby shall be deemed

incorporated and made part of this Mortgage as if the same covenants, agreements, representations and warranties of the Mortgagor and any such other person were fully repeated in this Mortgage and in the event of any breach by the Mortgagor or any such other person of any of the covenants, agreements, representations and warranties contained in the Application, all of which shall survive throughout the term of this Mortgage, the breach shall be deemed to be a default under this Mortgage and shall entitle the Mortgagee to exercise all of the rights and remedies of the Mortgagee including, but without limiting the generality of the foregoing, the right to demand payment of the moneys hereby secured. In the event any conflict between the provisions of the Application and this Mortgage, the provisions of this Mortgage shall govern.

19. ESTOPPEL CERTIFICATE

19.1 The Mortgagor, within seven (7) days after receipt of a request to do so, will certify to the Mortgagee, or any person designated by the Mortgagee, the amount of the Principal Sum then due hereunder, the date to which interest is paid, that it has no right of set-off against the moneys due hereunder or, if it has such a right of set-off, the amount thereof, and that there have been no amendments hereof or, if there has been any such amendment, specifying it.

20. ASSIGNMENT OF RENTS

20.1 To further secure the Principal Sum and interest and all other sums which may become due and payable hereunder, the Mortgagor hereby transfers and assigns all rents payable by any tenants of any and all parts of the Lands. It is understood and agreed that the Mortgagee may, without notice to the Mortgagor or to any other party hereunder, exercise at any time the powers hereby conferred. It is further understood and agreed that neither the existence of this paragraph nor the exercising of any of the powers conferred by this assignment of rentals nor the collection of any rents hereunder shall constitute the Mortgagee a mortgagee in possession, nor shall they render the Mortgagee liable to account to any of the parties hereunder for failure to collect or for neglect in collecting any of the rentals, nor shall they impose any obligation whatsoever on the Mortgagee to take any proceedings whether in a court of law or otherwise to enforce payment of the said rentals, nor shall they render the Mortgagee liable for any neglect to repair or to supply heat or electricity or any other service to the tenants or to pay taxes but such responsibility, notwithstanding the collection of any rentals as aforesaid, shall rest entirely with the Mortgagor.

21. INTEREST RATE ALTERNATIVE

21.1 If the Interest Rate would, except for this clause, be void for uncertainty, or unenforceable for any other reason, then the Interest Rate shall be one percent (1%) per annum less than the minimum rate which would be a criminal rate.

22. MAXIMUM RETURN TO MORTGAGEE

22.1 The Mortgagor agrees that, notwithstanding any agreement to the contrary, no interest on the credit advanced will be payable at a criminal rate. If the effective annual rate of interest on the credit advanced by the Mortgagee to the Mortgagor or on the security of this Mortgage, calculated in accordance with actuarial practices and principles, would be a criminal rate, then:

- (a) the rate of interest payable on such credit advanced is hereby reduced so that it equals one percent (1%) per annum less than the minimum rate that would be a criminal rate;
- (b) any remaining excess that has been paid will be credited toward repayment of the Principal Sum; and
- (c) any overpayment that may remain after such crediting will be returned forthwith upon demand.

In this paragraph and paragraph 21.1 the terms "interest", "credit advanced" and "criminal rate" have the meanings ascribed to them in section 347 of the Criminal Code (Canada).

23. MISCELLANEOUS

23.1 In order for any addition to or modification, amendment or variation of this Mortgage to be effective it must be in writing and signed by all parties to this Mortgage;

23.2 Any extension of the term of payment of the moneys hereby secured, or any part thereof, and any agreement increasing or decreasing the rate of interest payable hereunder, prior to the execution of the discharge of this Mortgage by the Mortgagee need not be registered in a land title office, but shall be effectual and binding on the Mortgagor and any other person liable for the moneys hereby secured, in whole or in part, and it shall not be necessary to register any such agreement in order to retain priority of this Mortgage so altered over any instrument registered as a charge against the Lands subsequently to the registration of this Mortgage;

23.3 Any demand or notice necessary to be given in pursuance of the exercise of the powers and provisions herein contained may be given to the Mortgagor or to any encumbrancer by writing signed or purporting to be signed by or on behalf of the Mortgagee;

23.4 Any demand or notice to be made or given under the provisions of this Mortgage may be effectually made or given in writing addressed to the party to whom it is made or given and delivered or mailed by registered post to the address stated in Item 3 or 4 of Part 1 of this Mortgage or to such other address in British Columbia as the party to whom it is made or given shall have previously specified by written notice, and shall be deemed to have been made or given on the date of delivery if delivered and on the third day after mailing if mailed;

23.5 The Mortgagee has not made and the Mortgagor does not rely on any representations, warranties, covenants, agreements, conditions or provisos, oral or otherwise, whether made by the Mortgagee or any person acting actually or ostensibly on the Mortgagee's behalf, other than those contained in this Mortgage unless those representations, warranties, covenants, agreements, conditions and provisos are contained in a supplementary contract in writing duly executed by both the Mortgagor and the Mortgagee which supplementary contract is expressed to survive the closing of the transaction referred to therein and the registration of this Mortgage;

23.6 Any and all payments made in respect of the moneys hereby secured and the moneys or other proceeds realized from any securities held therefor (including this Mortgage)

may be applied, and re-applied, notwithstanding any previous application, on such part or parts of the moneys hereby secured or such other indebtedness and liability of the Mortgagor to the Mortgagee as the Mortgagee may see fit;

23.7 Every certificate signed by an officer of the Mortgagee purporting to show the amount at any particular time due and payable under this Mortgage shall be prima facie evidence as against the Mortgagor of the amount due and payable at such time under this Mortgage;

23.8 This Mortgage is and shall be a continuing security to the Mortgagee for the payment of the Principal Sum or any part thereof and interest thereon and other moneys hereby secured notwithstanding that there shall have been:

- (a) any apparent change in the nature, state or form of any account of the Mortgagor with the Mortgagee;
- (b) any new advance or re-advance by the Mortgagee to the Mortgagor, whether by loan, discount, the drawing of a cheque by the Mortgagor or otherwise;
- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any promissory note, bill of exchange, other negotiable instrument, or other commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any promissory note, bill of exchange, other negotiable instrument, or other commercial paper from time to time held by the Mortgagee or any security held therefor, or any reduction, satisfaction, payment, release or discharge thereof or of any such security;

and no such event shall be deemed to be a payment on account of the moneys secured hereby or any part thereof or call for or require an application as payment on account of the moneys secured hereby or any part thereof, or in any way affect the security of this Mortgage, unless the Mortgagee shall give a receipt to the Mortgagor to that effect;

23.9 This Mortgage shall not, nor shall anything herein contained operate so as to, create any merger, rebate or discharge of any debt owing to the Mortgagee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Mortgagee from the Mortgagor or from any other person or persons whomsoever, and this Mortgage shall not in any way prejudicially affect any security held or which may hereafter be held by the Mortgagee for such indebtedness or the moneys hereby secured or any part or parts thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or any renewal or renewals thereof held by the Mortgagee for or on account of such indebtedness or the moneys hereby secured or any part of parts thereof;

23.10 The taking of the Mortgage shall not operate as a merger of the remedies of the Mortgagee for payment of the moneys hereby secured or of the remedies of the Mortgagee under

any lien, bond, promissory note, bill of exchange, other negotiable instrument, or other commercial paper and notwithstanding this Mortgage and anything contained herein the said remedies shall remain intact and be capable of enforcement against the Mortgagor and all other persons liable for the moneys hereby secured or any part or parts thereof in the same manner and to the same extent as if this Mortgage had not been executed.

24. INTERPRETATION

24.1 The paragraph headings in this Mortgage are inserted for convenience of reference only and shall not affect the construction or interpretation of this Mortgage;

24.2 All references in this Mortgage to the words "hereof", "herein" or "hereunder" shall be construed to mean and refer to this Mortgage as a whole and shall not be construed to refer only to a specific paragraph or clause of this Mortgage unless the context clearly requires such construction;

24.3 In the event of any party being comprised of two or more persons, all covenants and agreements of such party herein contained shall be and be deemed to be joint and several covenants or agreements of each such person, and the heirs, executors, administrators, successors and permitted assigns of each such person shall be jointly and severally bound by the covenants, agreements, stipulations and provisos herein stated in addition to those granted or implied by statute;

24.4 If any of the terms of this Mortgage are or are held to be unenforceable or otherwise invalid, such holding will not in any way affect the enforceability or validity of the remaining terms of this Mortgage;

24.5 This Mortgage shall be governed by and construed in accordance with the laws of the Province of British Columbia, and each party hereby submits to the jurisdiction of the courts of the Province of British Columbia and agrees to be bound by any suit, action or proceeding commenced in such courts and by any order or judgment resulting from such suit, action or proceeding; provided that the foregoing shall in no way limit the right of the Mortgagee to commence suits, actions or proceedings based on this Mortgage in any other jurisdiction;

24.6 Wherever the singular or masculine gender is used throughout this Mortgage, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require;

24.7 This Mortgage is intended by the Mortgagor and the Mortgagee to take effect as a deed, notwithstanding that it may or may not be executed under seal;

24.8 Time shall be of the essence hereof;

24.9 All references in these filed standard mortgage terms to statutes, regulations or sections of statutes or regulations shall be construed as referring to those statutes, regulations or sections as amended from time to time and to all replacements thereof from time to time, unless the context otherwise requires. All references in these mortgage terms to sections of British Columbia statutes are to those sections as at June 30, 2003.

END OF SET

CANADIAN WESTERN BANK

STANDARD CHARGE TERMS – FIXED RATE

LAND REGISTRATION REFORM ACT (ONTARIO)

Filed by: **CANADIAN WESTERN TRUST COMPANY**

Filing No.: 201617

The following set of standard charge terms shall be deemed to be included in every charge/mortgage in which the set is referred to by its filing number, as provide in section 9 of the *Land Registration Reform Act* (Ontario).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Chargor, the Chargor hereby warrants and represents to and covenants and agrees with the Chargee, as follows:

1. DEFINITIONS

1.1 In this set of standard charge terms:

- (a) “**Act**” means the *Condominium Act* (Ontario), the regulations thereunder and any amendments thereto.
- (b) “**Balance Due Date**” means the balance due date, if any, set out or referred to in the Mortgage Form;
- (c) “**business day**” means a day that is not a Saturday, Sunday, or statutory holiday in the Provinces of Ontario or Alberta;
- (d) “**Calculation Period**” means the interest calculation period set out or referred to in the Mortgage Form;
- (e) “**Chargee**” means the “Chargee” identified in the Mortgage Form, and its successors and assigns;
- (f) “**Chargor**” means each person or persons identified in the Mortgage Form as the “Chargor(s)” who executed the Mortgage Form and their respective heirs, personal representatives, successors or permitted assigns, as the case may be;
- (g) “**condominium corporation**” means the corporation created by the registration or deposit of a declaration and description under the Act in respect of the Lands;
- (h) “**condominium property**” is defined in paragraph 15;

(i) **“Covenantor”** means the Person or Persons, if any, who execute the Mortgage as “Covenantor” and their respective heirs, personal representatives, successors or permitted assigns, as the case may be;

(j) **“First Payment Date”** means the first payment date, if any, set out or referred to in the Mortgage Form;

(k) **“Fixtures”** mean all present and after-acquired structures, additions, improvements, plant, machinery, apparatus, facilities, equipment, fixtures and other goods installed in or affixed or attached to the buildings or improvements situate in, on or under the Lands or affixed or attached thereto, including without limitation:

(i) all fences, motors, wiring, fixed mirrors, suspended ceiling tiles, doors, windows and all other structures, additions, improvements, plant, machinery, apparatus, facilities, equipment, fixtures and other goods installed in or affixed or attached to the buildings or improvements situate in, on or under the Lands or affixed or attached thereto for use in carrying on an activity inside the said buildings or improvements or on the Lands;

(ii) all carpeting and other floor coverings, including without limitation all carpets and floor coverings in all rooms, halls and stairways;

(iii) all exterior window coverings and fixtures, including without limitation all awnings and shutters, together with interior valances;

(iv) all built-in appliances and furniture, including without limitation all refrigerators, ranges, dishwashers, garbage disposal units, vacuums and stoves; and

(v) all heating, cooling, plumbing, air-conditioning, air-filtering, ventilating, conveyancing, electrical, lighting, telecommunications, security, sprinkler, fire-fighting, systems and equipment, including without limitation all furnaces, water heaters, hot water tanks, oil and gas burners, electric fixtures, escalators, elevators, boilers, pressure vessels, stokers, blowers, tanks, gas pipes, radiators;

(l) **“Hazardous Materials”** means:

(i) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, contaminates, materials or pollutants which:

(A) pose a hazard to the whole or any portion of the Lands, or business of the Chargor in connection with the Lands or to the Persons on or about the Lands; or

(B) cause the whole or any portion of the Lands or the business of the Chargor in connection with the Lands to be in violation of any Hazardous Materials Laws;

- (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of poly-chlorinated biphenyls, or radon gas;
 - (iii) any chemical, material or substance defined as or included in the definition of “dangerous goods”, “deleterious substance”, “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous waste”, or “toxic substances”, “waste” or words of similar import under any applicable local, provincial or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the *Canadian Environmental Protection Act* (Canada), *Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (Canada), *Canada Water Act* and the *Environmental Protection Act* (Ontario);
 - (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the occupants of the Lands or the owners or occupants of property adjacent thereto, or any other person coming upon the Lands or adjacent property; and
 - (v) any other chemical, materials or substance which may or could pose a hazard to the environment;
- (m) **“Hazardous Materials Claims”** means any and all enforcement, cleanup, removal, remedial or other governmental or regulatory actions, prosecutions, investigations, agreements, injunctions or orders instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made by any third party against the Chargor in connection with the Lands or the business of the Chargor relating thereto relating to damage, contribution, cost recovery, compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials;
- (n) **“Hazardous Materials Laws”** means any federal, provincial or local laws, rules, ordinances, regulations, orders or other edicts having the force of law relating to the environment or any Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof or the terms of any permit issued therefore) or the environmental conditions on, under or about the Lands including, without limitation, soil, groundwater and indoor and ambient air conditions;
- (o) **“Interest Adjustment Date”** means the interest adjustment date, if any, set out or referred to in the Mortgage Form;
- (p) **“Interest Rate”** means, subject to the provisions of paragraph 20 hereof, the annual interest rate set out or referred to in the Mortgage Form (or such other rate or rates of interest as may be agreed upon between the Chargor and the Chargee), calculated and compounded at the end of each Calculation Period not in advance;
- (q) **“Lands”** means all of the estate, right, title and interest of the Chargor in and to the land(s) described or referred to in the Mortgage Form together with the improvements and appurtenances, whether now or hereafter existing or acquired, in connection with such

land(s), including, without limitation, all Fixtures, and in the case of a condominium unit, the common elements and any other interest the Chargor has in the condominium property.

(r) “**Land Registry Office**” means the land registry office or the land titles office in the Province of Ontario having jurisdiction over the Lands;

(s) “**Last Payment Date**” means the last payment date, if any, set out or referred to in the Mortgage Form;

(t) “**Mortgage**” means, collectively, the Mortgage Form and this set of standard charge terms, as the same may be amended from time to time, which secures the Principal;

(u) “**Mortgage Form**” means for the non-electronic paper based registration system, the Form 2 Charge/Mortgage of Land or for the electronic registration system, the Charge prepared in electronic format and registered electronically pursuant to Part III of the *Land Registration Reform Act* (Ontario), including any schedules attached to it;

(v) “**net proceeds**” means the proceeds of the sale or lease of the Lands, less the costs incurred by the Chargee to take, recover or keep possession of the Lands, to sell, lease or transfer the Lands, including, without limitation, all amounts paid by the Chargee on account of taxes, maintenance, repairs, utilities, insurance, appraisal fees, common expenses, special assessments and other costs paid to the condominium corporation and any other amount that the Chargee may pay to maintain, operate, manage or preserve the Lands and the Chargee’s legal expenses in connection with the foregoing;

(w) “**Payment**” means the amount of each payment, if any, set out or referred to in the Mortgage Form;

(x) “**Payment Dates**” means the payment dates, if any, set out or referred to in the Mortgage Form and “**Payment Date**” means any one of them;

(y) “**Payment Office**” means the address for service of the Chargee identified in the Mortgage Form;

(z) “**Permitted Encumbrances**” means those prior encumbrances, if any, that are registered in the Land Registry Office at the time the Chargor signs the Mortgage Form and which are acceptable to the Chargee in its sole discretion;

(aa) “**Person**” means and includes any individual, sole proprietorship, corporation, partnership, bank, 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);

(bb) “**Principal**” means:

(i) the principal amount described in the Mortgage Form or so much thereof as may from time to time be advanced or re-advanced by the Chargee to the Chargor

hereunder (and which amount shall include all advances or re-advances made by the Chargee to the Chargor hereunder by virtue of:

(A) letters of credit or letters of guarantee issued to, or to the order of, the Chargor; and

(B) bills of exchange or other negotiable instruments accepted by the Chargee

at the request of the Chargor); plus

(ii) all money or interest thereon and any other amounts that are later added to the Principal under the Mortgage; less

(iii) payments made on account of the Principal by the Chargor from time to time;

(cc) **“Tax Account”** means an account on the Chargee’s books of account relating to the Mortgage, to which payments made by the Chargor or the Chargee pursuant to paragraph 4.6 hereof may, at the option of the Chargee, be credited or debited;

(dd) **“Taxes”** means all taxes, local improvement charges, rates, levies, charges, assessments and other impositions of any nature or kind whatsoever which now are or may hereafter be rated, levied, charged, assessed or imposed by any authority, municipal, local, parliamentary or otherwise, upon the Lands or on the Chargor or the Chargee in respect of the Lands;

(ee) **“terms”** and **“mortgage terms”** mean, unless the context otherwise requires, all of the covenants, agreements, provisos, terms, conditions and provisions of the Mortgage.

2. GRANT OF MORTGAGE

2.1 As security for its obligations under the Mortgage, the Chargor HEREBY MORTGAGES AND CHARGES all of its right, title and interest in and to the Lands to the Chargee subject to Permitted Encumbrances and the proviso for redemption set out in paragraph 3 hereof;

2.2 If the Chargor hereafter acquires any further or greater interest in the Lands, the Mortgage shall extend to such interest in the Lands;

2.3 Without in any way affecting or releasing the Chargor’s liability to the Chargee for the payment of the moneys and the performance of the obligations secured by the Mortgage and for the consideration aforesaid the Chargor assigns, transfers and sets over to the Chargee:

(a) any moneys due and payable by an expropriating authority upon an expropriation of any or all of the Lands, provided that such assignment is limited to the amount of moneys secured hereby and outstanding at the date the Chargor ceases to be the registered owner of the Lands or such part of the Lands as may be affected by any such expropriation, and the Chargor further agrees that it shall execute and deliver any such further or additional documentation which the Chargee may in the Chargee’s sole discretion deem necessary to

effect the above assignment or which is requested by the expropriating authority and also agrees to forward to the Chargee copies of any documentation relating to an expropriation or proposed expropriation of the Lands or any portion thereof forthwith upon receipt of the same; and

(b) all right, title, claim, demand and interest of the Chargor whatsoever at law or in equity or otherwise to indemnification, express or implied, of and from the performance and observance of any and all of the terms of the Mortgage, including without limitation payment of any and all moneys due under the Mortgage by any purchaser of the Lands, or any part thereof, from the Chargor.

3. PROVISO FOR REDEMPTION

3.1 Provided the Mortgage to be void on the occurrence of the following events:

(a) payment to the Chargee of the Principal with interest thereon at the Interest Rate calculated as well after as before maturity, default and judgment, as follows:

(i) interest at the Interest Rate calculated as aforesaid on the outstanding balance of all sums from time to time advanced or secured hereunder as part of the Principal and computed from the respective dates of such advances or when such sums become secured to and including the Interest Adjustment Date shall become due and be paid on the Interest Adjustment Date;

(ii) provided that the Chargee may require that interest on sums advanced or secured hereunder from time to time as part of the Principal, computed from the respective dates of such advances or when such sums become secured, shall become due and be paid on the Payment Date immediately following the date of each such advance, or when any such sum becomes secured hereunder, and the balance, if any, of the interest on such sums shall become due and be paid on the Interest Adjustment Date and, at the option of the Chargee, interest so due and payable may be deducted from any amount advanced on account of the Principal;

(iii) thereafter the Principal together with interest at the Interest Rate computed from the Interest Adjustment Date, shall become due and be paid by equal consecutive Payments (which include principal and interest) payable on each and every Payment Date from and including the First Payment Date up to and including the Last Payment Date, and the balance of the Principal then remaining unpaid, all accrued and unpaid interest thereon and all other moneys (if any) then owing under the Mortgage shall become due and be paid on the Balance Due Date (herein sometimes called "maturity");

(iv) provided that until the happening of default under any of the provisions of the Mortgage, each Payment when paid, shall be applied, first, in satisfaction or toward the payment of the interest at the Interest Rate accrued to the Payment Date and any balance of such Payment thereafter remaining shall be applied in reduction of the Principal but, after the happening of default under any of the provisions of the Mortgage, all moneys paid thereunder or received by the Chargee may be applied on

such part or parts of the moneys secured under the Mortgage as the Chargee in its sole discretion shall deem advisable; and

(v) for the purposes of the *Interest Act* (Canada) it is hereby declared that whenever any principal moneys or interest secured by the Mortgage are made payable on a sinking fund plan or on any plan under which the payments of principal moneys and interest are blended, or on any plan that involves an allowance of interest on stipulated payments it is hereby stated that the amount of principal money advanced is the Principal set out or referred to in the Mortgage Form and the rate of interest chargeable thereon, calculated half yearly not in advance, is the Interest Rate set out or referred to in item the Mortgage Form;

(b) payment to the Chargee of all such other moneys as the Chargee may be entitled to by virtue of the Mortgage, as and when such moneys shall become due and payable;

(c) payment of Taxes; and

(d) observance and performance of all covenants, agreements, provisos, terms, conditions and provisions herein contained and in the Mortgage;

THE CHARGOR COVENANTS AND AGREES WITH THE CHARGEES AS FOLLOWS:

4. PAYMENT

4.1 The Chargor will duly pay the Principal, interest, and all other moneys secured by the Mortgage when due and will observe the above provisos;

4.2 The Principal, interest and all other moneys payable hereunder shall be paid when due without any set-off, deduction, counterclaim, defalcation or abatement whatsoever;

4.3 If the Chargor fails to pay when due the Principal, interest or other moneys secured under the Mortgage, or any part thereof, including compound interest, the Chargor shall pay to the Chargee compound interest thereon on demand, as well after as before maturity, default and judgment, to be computed with rests on the last day of each Calculation Period;

4.4 Until the Chargee shall notify the Chargor otherwise, all payments to be made to the Chargee under the Mortgage shall be paid to or to the order of the Chargee at the Payment Office, in dollars of lawful money of Canada, solely on business days, and before 12:00 o'clock noon local time on any such day and in the event a payment is made after 12:00 o'clock noon local time on any business day, or is made on any day that is not a business day, such payment will be deemed to have been received by the Chargee on the business day next following;

4.5 Save as herein or in the Mortgage expressly provided, the Chargor shall not compel the Chargee to receive the Principal or any part thereof, nor shall the Chargor have any privilege or right to pay the Principal or any part thereof before the Balance Due Date;

4.6 The Chargor will, on the due date thereof, pay and satisfy all Taxes and will submit to the Chargee tax receipts evidencing the payment of Taxes within thirty (30) days after they become due, provided that:

- (a) the Chargee may deduct, from the Principal advanced under the Mortgage, an amount sufficient to pay all Taxes which have become due or which will become due during the calendar year in which the final advance of the Principal is made;
- (b) the Chargee may require the Chargor to pay to the Chargee in monthly instalments, on each Payment Date, such amounts as in the opinion of the Chargee are required to total the amount of each succeeding year's Taxes by the time such Taxes or the first instalment thereof fall due, and the Chargor shall also pay to the Chargee on demand before the due date of each year's Taxes or the first instalment thereof, any additional amount which may be required so that out of the said monthly and additional tax payments the Chargee may pay the whole amount of each year's Taxes on or before the due date of the first instalment thereof;
- (c) any amounts deducted by or paid to the Chargee, pursuant to paragraphs 4.6(b) hereof, may, at the option of the Chargee, be either credited to the Chargor's Tax Account or applied against any Principal or interest then in default under the Mortgage. No amounts in the Tax Account shall be or be deemed to be held in trust and the Chargee shall not be obligated to pay any interest or other allowance upon any such amounts. The Chargee may, however, in its sole discretion, pay interest on any credit balance in the Tax Account at a rate and at such times determined by it;
- (d) the Chargee shall apply the credit balance in the Tax Account, if any, to the payment of Taxes as they fall due or at such earlier time as the Chargee may deem fit as long as the Chargor is not in default under any covenant, proviso or agreement contained in the Mortgage, provided, however, that the Chargee may at its option from time to time apply all or part of the credit balance in the Tax Account in or towards the payment of any Principal or interest in default under the Mortgage;
- (e) if at any time the credit balance in the Tax Account is insufficient to pay the Taxes then due or payable, the Chargee may, at its option, pay such Taxes, including any deficiency. Any amounts paid by the Chargee in payment of such Taxes shall be debited to the Tax Account to the extent that the Tax Account is sufficient and the Chargee may, at its option, either debit the Tax Account or add to the Principal the amount, if any, by which the Tax Account is insufficient;
- (f) any debit balance in the Tax Account from time to time shall bear interest at the Interest Rate and shall, together with such interest, be secured by the Mortgage;
- (g) if so requested by the Chargee, the Chargor shall:
 - (i) deliver to the Chargee for each twelve (12) month period, commencing with the First Payment Date, twelve (12) post-dated cheques to cover the monthly payment of Taxes; and

(ii) execute and deliver to the Chargee, the Chargee's required documents for a pre-authorized repayment plan with respect to Taxes; and

(h) the Chargor shall transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of Taxes forthwith after the receipt of same by the Chargor;

4.7 If the Lands are now or at any time hereafter subject to any encumbrance, charge, lien or other interest claimed upon the Lands, including but not limited to Permitted Encumbrances (each hereinafter called a "prior charge"):

(a) the Chargor will pay or cause to be paid as they become due all payments required to be made under or by virtue of each prior charge, whether for principal, interest, taxes or otherwise;

(b) the Chargor will duly observe, perform and comply with the covenants, provisos and agreements contained in each prior charge which are to be kept, observed and performed by it;

(c) any default under a prior charge shall be deemed to be default under the Mortgage and shall entitle the Chargee to exercise any and all remedies available to the Chargee in the event of default under the Mortgage; and

(d) in the event of default by the Chargor under a prior charge, the Chargee shall have the right, but no obligation, to cure the same in its sole and absolute discretion;

4.8 The Chargor shall pay all costs, charges and expenses including without limitation legal costs on a solicitor and his own client basis and appraiser's fees, in connection with the negotiation, preparation, registration, modification and extension of the Mortgage;

4.9 The Chargor shall pay all fees, costs, charges and expenses including without limitation legal fees, costs, charges and expenses on a solicitor and his own client basis, which may be incurred by or on behalf of the Chargee whether before or after court proceedings are commenced, or whether otherwise incurred, in recovering, collecting, procuring or enforcing payment of any or all the moneys secured under the Mortgage or in any way enforcing or protecting the security of the Mortgage or enforcing any of the terms of the Mortgage (including but not limited to all travelling expenses of the Chargee, the Chargee's servants and agents, and commissions on collection of rent which may be incurred by or on behalf of the Chargee in the taking, recovering and keeping possession of the Lands or in inspecting the same) and all other amounts generally in any other measure or proceedings taken by or on behalf of the Chargee to realize or collect the moneys hereby secured or to defend or perfect the title of the Lands, all of which fees, costs, charges, commissions, expenses and other amounts shall be a charge under the Mortgage on the Lands in favour of the Chargee and shall be payable forthwith by the Chargor to the Chargee with interest at the Interest Rate until paid;

4.10 The Chargor shall forthwith upon demand repay to the Chargee all other proper outlays incurred by the Chargee and not covered by any other covenant in the Mortgage;

4.11 The Chargee shall have a reasonable time after payment in full of the moneys secured under the Mortgage within which to prepare and execute a discharge of the Mortgage, and interest at the Interest Rate shall continue to run and accrue until actual payment in full of all moneys secured hereby has been received by the Chargee, and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Chargor, and the Chargor will not be entitled to a discharge of the Mortgage unless and until the Chargor shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Chargee has taken legal proceedings thereon and recovered judgment or otherwise.

5. PREPAYMENT RIGHTS

The Chargor has no right to prepay all or any part of the Principal Sum except as may be agreed to in writing between the Chargee and the Chargor from time to time.

6. TITLE

6.1 The Chargor has a good, valid and marketable title in fee simple to the Lands, subject only to Permitted Encumbrances;

6.2 The Chargor has done no act to encumber the Lands, save as aforesaid;

6.3 The Lands are free of Hazardous Materials (provided that the Chargee may require that an environmental audit of the Lands be conducted at the expense of the Chargor by a Person acceptable to the Chargee to confirm that the Lands contain no Hazardous Materials), and there are no other environmental risks or liabilities in connection with the Lands known to the Chargor, (or if the Chargor is a corporation, to any of the Chargor's directors and officers) which have not been disclosed to the Chargee;

6.4 The Chargor will execute such further assurances of the Lands as the Chargee may require including without limitation any and all documents required by the Chargee in connection with the *Personal Property Security Act* (Ontario);

6.5 The Chargor will not permit a construction lien to be registered or filed against the Lands under the *Construction Lien Act* (Ontario) or under any other statute or law at any time in force affecting the Lands;

6.6 In the event the Chargor grants any further mortgage or charge or otherwise encumbers the Lands save and except for the Mortgage and Permitted Encumbrances, then, at the sole discretion of the Chargee and notwithstanding the other provisions of the Mortgage, the Chargee may declare that all moneys hereby secured shall immediately become due and be paid;

6.7 If the Chargor holds a leasehold interest in the Lands, the Chargor covenants with the Chargee that:

- (a) the Chargor has a good, valid and marketable leasehold title to the Lands;

(b) the Chargor has a right to mortgage, charge and sublet the leasehold title to the Lands to the Chargee in the manner herein provided and, if required, has obtained the lessor's consent to the Mortgage;

(c) neither the Chargor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof except as the records of the Land Registry Office disclose;

(d) the lease is a good, valid and subsisting lease and it has not been surrendered, forfeited, amended, disclaimed or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Chargor up to the date of the execution of the Mortgage by the Chargor;

(e) the Chargor will not amend, surrender or modify the lease without the written consent of the Chargee first had and obtained and it will not allow the lease to be terminated or forfeited;

(f) the Chargor will pay the rent reserved by the lease and will observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Chargee indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto;

(g) each officer of the Chargee shall be the Chargor's attorney during the continuance of the Mortgage so as to permit the Chargee to execute any document or do any act or thing which the Chargee is permitted or the Chargor is required to execute or do pursuant to the provisions hereof; and

(h) The last day of the term of the lease is excepted from the mortgage and charge created under the Mortgage, but the Chargor will stand possessed of the Lands for the last day of the term, or any renewal term, granted by the lease, in trust for the Chargee and will sell and assign the last day of the term, or any renewal term, as the Chargee may direct, but subject to the same right of redemption and other rights as are hereby given to the Chargor with respect to the derivative term hereby granted. In the event of any sale or assignment by the Chargee as contemplated herein, the Chargor will hold the said last day in trust for the purchaser, and the purchaser's heirs, executors, administrators, successors and assigns.

7. INSURANCE

7.1 The Chargor will forthwith insure and during the continuance of the Mortgage will keep insured each and every building, structure, erection, improvement, Fixture or replacement thereof (including without limitation all plant, equipment, apparatus, machinery and Fixtures of every kind and nature whatsoever) now on the Lands or which may hereafter be erected thereon against loss or damage by fire and such other perils as the Chargee may reasonably require (including but not limited to boiler insurance, loss of rental income and business interruption insurance);

7.2 The Chargor will keep and maintain third party liability insurance in an amount satisfactory to the Chargee;

7.3 The Chargor will keep and maintain such other insurance as is customarily maintained by persons operating or occupying similar properties in equivalent locations;

7.4 All insurance coverage required by the Chargee shall be issued by insurers in form and upon terms and in amounts acceptable to the Chargee, and the Chargor shall cause the Chargee to be named as a loss payee as its interest may appear in respect of the Lands on the policy or policies of insurance effected by the Chargor and shall cause mortgage clauses in a form approved by the Chargee to be included in such policy or policies and shall provide evidence of such insurance to the Chargee forthwith upon demand;

7.5 The Chargor will pay all insurance premiums and sums of money necessary for such purposes as the same shall become due;

7.6 The Chargor will forthwith assign, transfer and deliver over to the Chargee each and every policy or policies of insurance and receipts thereto appertaining;

7.7 The Chargor shall forthwith on the happening of any loss or damage furnish to the Chargee at the Chargor's expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of insurance moneys;

7.8 Any insurance moneys received may, at the option of the Chargee, be applied to a suspense account or in or towards rebuilding, reinstating or repairing all or any portion of the Lands or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Lands or be applied or paid partly in one way and partly in another or such moneys may be applied, in the sole discretion of the Chargee, in whole or in part on the moneys secured hereby or any part thereof whether due or not then due;

8. USE, ALTERATIONS AND REPAIRS

8.1 The Chargor shall not without the express written consent of the Chargee first had and obtained:

- (a) change the present use of the Lands; nor
- (b) permit the Lands to be unoccupied or unused;

8.2 The Chargor shall promptly observe, perform, execute and comply with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of every governmental, municipal and civil authority or agency concerning the Lands and further agrees, at the cost and expense of the Chargor, to do and perform all acts and things which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances and regulations and in particular, but without limiting the generality of the foregoing:

- (a) it will observe and comply in all material respects with the provisions of all Hazardous Material Laws pertaining to the Lands or the business of the Chargor in connection therewith and from time to time, upon request of the Chargee, provide to the Chargee evidence satisfactory to the Chargee, acting reasonably, of such observance and compliance;

- (b) it will, after becoming aware thereof, promptly provide the Chargee with notice of:
 - (i) the presence of or any discharge or release of Hazardous Materials on, under or about the Lands which is required to be reported to any governmental authority;
 - (ii) any Hazardous Materials Claims; and
 - (iii) any remedial action taken in response to any Hazardous Materials Claims;
- (c) it will not object to and will take such actions and do such things within its power as may be reasonable and necessary to enable the Chargee to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims; and
- (d) it will observe and comply in all material respects with all applicable laws, regulations, bylaws, ordinances and orders of any governmental authority having application to the Lands or the business of the Chargor in connection therewith which pertain to health and safety or industrial hygiene;

8.3 The Chargor will keep the Lands and all buildings, structures, erections, improvements and the like now or hereafter constructed thereon in good condition and repair according to the nature and description thereof respectively, and shall not commit any act of waste or allow any act of waste to be committed upon the Lands;

8.4 Save as herein otherwise expressly permitted, the Chargor will not, without the prior written consent of the Chargee, demolish the whole or any part of the buildings, structures, erections, improvements and the like now or hereafter existing on the Lands and will not proceed with any alteration, remodelling, rebuilding or addition thereto or thereof, in whole or in part;

8.5 The Chargor will not insulate or allow any building, erection, addition or improvement now or hereafter existing on the Lands to be insulated in whole or in part with urea formaldehyde foam insulation or asbestos;

8.6 No Hazardous Materials exist on, under or about the Lands. No Hazardous Materials have at any time been transported to or from the Lands or used, generated, manufactured, stored or disposed of on, under or about the Lands. No enforcement actions in respect of Hazardous Materials Laws are pending or threatened against the Lands or any operations of the Chargor. The Chargor will comply with all Hazardous Materials Laws, and will cause all tenants under any lease or occupancy agreement affecting the Lands and all other legal persons on or occupying the Lands, to comply with all Hazardous Materials Laws. Without limiting the generality of the foregoing, the Chargor will not use, generate, manufacture, store or dispose of, nor will it permit the use, generation, storage or disposal of, Hazardous Materials on, under or about the Lands, nor will it transport or permit the transportation of Hazardous Materials to or from the Lands. The Chargor will promptly take any and all necessary remedial action in response to the presence, storage, use, disposal, transportation, discharge or release of any Hazardous Materials on, under or about the Lands, provided that the Chargor will take such remedial action in good faith so as to minimize any impairment to the Lands and the grants, mortgages and charges created under the Mortgage. In the event the Chargor undertakes any remedial action with respect to any Hazardous Materials on, under or about the

Lands, the Chargor will conduct and complete such remedial action to the satisfaction of the Chargee, in compliance with all applicable federal, provincial and local laws, regulations, rules, ordinances and policies, and in accordance with the orders and directives of all federal, provincial and local governmental authorities;

8.7 If requested by the Chargee from time to time, the Chargor will promptly submit, at its own expense, a report, satisfactory in form and content to the Chargee and prepared by a consultant approved by the Chargee, certifying that the Lands are not then being used nor have they been used in the past for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials. The Chargor will immediately advise the Chargee in writing of any and all Hazardous Materials Claims, of the presence of any Hazardous Materials on, under or about the Lands, of any remedial action taken by the Chargor in response to any Hazardous Materials Claims or any Hazardous Materials on, under or about the Lands, of the Chargor's discovery of the presence of Hazardous Materials on, under or about any real property adjoining the Lands, of the Chargor's discovery of any occurrence of condition on any real property adjoining or in the vicinity of the Lands that could cause the Lands to be subject to any restrictions on the ownership, occupancy, transferability or use of the Lands under any Hazardous Materials Laws. The Chargor will immediately provide the Chargee with copies of all communications with federal, provincial and local governments or agencies relating to Hazardous Materials Laws and all communication with any legal person relating to Hazardous Materials Claims;

8.8 The Chargor shall assume any and all environmental liabilities relating to the Lands, and will protect, indemnify and hold the Chargee, its directors, officers, employees and agents, and any successors to the Chargee's interest in the Lands, and any other legal person who acquires the Lands at a foreclosure sale or otherwise through the exercise of the Chargee's rights and remedies, and any successors to any such other legal person, and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, legal fees and disbursements and costs and expenses of investigation) which arise out of or relate in any way to any use, handling, production, transportation, disposal or storage of any Hazardous Materials in or on the Lands whether by the Chargor or any tenant or any other legal person, including without limitation all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage, discharge or disposal of Hazardous Materials by the Chargor, any prior owner or operator of the Lands or any legal person on or about the Lands, or arising out of any residual contamination affecting any natural resource or the environment, and the costs of any required or necessary repair, clean-up, remediation or detoxification of the Lands and the preparation of any closure or other required plans. In addition if any Hazardous Material is caused to be removed from the Lands by the Chargor, the Chargee or any other legal person, then such Hazardous Material will be and remain the property of the Chargor and the Chargor will assume any and all liability for such removed Hazardous Material. The Chargor understands that its liability to the aforementioned indemnified parties will arise upon the earlier to occur of the discovery of the Hazardous Materials on, under or about the Lands, or the institution of any Hazardous Materials Claims, and not upon the realization of loss or damage, and that it will survive the payment and satisfaction of all of the other obligations secured under the Mortgage. The Chargor will pay to the Chargee from time to time, immediately upon the Chargee's request, an amount equal to all costs, damages, claims and expenses described or referred to in this paragraph, as reasonably determined by the Chargee;

8.9 The Chargee and any agent of the Chargee, may at any time and from time to time enter upon the Lands to inspect the Lands or any part or parts thereof and at any time the Chargee in its sole discretion deems necessary or advisable, and the Chargee may without the concurrence of the Chargor or any other person make arrangements to repair, finish, and put in order the buildings, structures, erections, improvements and the like now or hereafter existing on the Lands, and to inspect, take care of, lease, collect the rents of, and generally manage the Lands as the Chargee may deem proper, and the Chargee shall not hereby become or be liable as a mortgagee in possession.

9. ADVANCE OF MORTGAGE MONEYS

9.1 Any payments to be made by the Chargor shall become due and be payable at the times provided under the Mortgage notwithstanding that at the due date of any payment the full amount of the Principal which the Mortgage is expressed to secure has not been advanced, but when the full amount is not advanced, the payments may in the sole discretion of the Chargee be reduced proportionately;

9.2 The Chargee may deduct accrued interest and costs, charges, and expenses payable hereunder from any advance of the Principal and the Chargee may deduct interest from any advance of the Principal calculated from the date of that advance to the date of the next Payment Date occurring after the date on which that advance was made;

9.3 Except to the extent that the Chargee by issuing letters of credit or letters of guarantee or accepting bills of exchange or other negotiable instruments at the request of the Chargor is required to make advances or re-advances of money thereunder, the Chargor agrees that neither the preparation, execution or registration of the Mortgage, nor the advance or re-advance in part of the Principal secured under the Mortgage, nor any course of conduct of the Chargee or of any of its officers, agents or employees shall bind the Chargee to advance or re-advance the Principal or any unadvanced portion thereof to the Chargor or to any other person the obligations of whom are guaranteed by the Chargor, it being understood and agreed that the advance or re-advance of the moneys secured under the Mortgage or any part thereof from time to time shall be in the absolute discretion of the Chargee and not exercised or deemed exercised unless and until that advance or re-advance has actually been made to the Chargor, but nevertheless the security created by the Mortgage shall take effect in accordance with the terms of the Mortgage forthwith upon the execution hereof by the Chargor. The Mortgage may contain a revolving credit facility which entitles the Mortgagor to advances of the Principal, repay all or a portion of such Principal, and reborrow the amounts previously paid to the Mortgagee. The Mortgage secures all advances and re-advance of the Principal pursuant to the Mortgage.

9.4 Any portion of the Principal may be advanced or re-advanced by the Chargee all or in part at any future date or dates and the amount of those advances and re-advances when so made shall be secured by the Mortgage and be repayable with interest at the Interest Rate and the Mortgage shall be deemed to be taken as security for the moneys secured under the Mortgage arising from the current and running accounts represented by advances and re-advances hereunder under a line of credit or a current loan or otherwise, and the charge and mortgage created by the Mortgage shall take effect forthwith on the execution of the Mortgage;

10. CHARGEES ELECTION TO MAKE PAYMENTS AND CURE DEFAULTS

10.1 If the Chargor fails to make any payment which the Chargor has covenanted or agreed to make by the terms of the Mortgage or to provide proof of the making of any such payment to the Chargee upon demand, the Chargee may make any such payment;

10.2 If the Chargor fails to perform any covenant or agreement herein contained or contained in the Mortgage on the part of the Chargor or to provide proof of performance to the Chargee upon demand, the Chargee may in its sole discretion perform or cause to be performed any such covenant or agreement and may do such acts as it considers are reasonable to protect the interests of the Chargee and for such purposes the Chargee and its authorized representatives may, at its option, enter onto the Lands. Without limiting the generality of the foregoing, the Chargee may:

- (a) insure the buildings on the Lands in accordance with the provisions of the Mortgage if the Chargor neglects to insure or to deliver policies and receipts in accordance with the Mortgage;
- (b) repair and reinstate the buildings and improvements on the Lands if the Chargor fails to repair in accordance herewith or demolishes or alters such buildings or improvements in contravention of the Mortgage;
- (c) without any order or direction of the Chargor, pay to contractors, sub-contractors, material men, labourers, and other persons supplying or having a claim for work, services, or materials supplied in and about the construction, repairing, altering or replacing of any buildings, structures, erections or improvements and the like now or hereafter constructed on the Lands, any moneys due to them for such work, services or materials; and
- (d) if the Lands are governed in whole or in part, by the Act, pay common expenses, assessments, contributions or levies required to be paid in connection with any condominium unit comprising the Lands;

PROVIDED THAT the Chargee shall not be bound to exercise its rights under the Mortgage and, if the Chargee shall exercise its rights under the Mortgage, it shall not be liable to the Chargor for any loss or damage suffered by the Chargor as a result of such exercise;

10.3 If the Chargee shall make payment to any creditor of the Chargor or any encumbrance holder in respect of the Lands pursuant to the provisions of the Mortgage, the Chargee shall be entitled to all equities and securities held by such creditor or encumbrance holder in respect of the indebtedness or encumbrance paid or satisfied;

10.4 All payments made and all sums of money expended by the Chargee under this paragraph 10, including incidental costs, charges, expenses and outlays incurred in doing anything under this paragraph 10, shall be forthwith payable by the Chargor on demand with interest at the Interest Rate from the time or respective times of the payment thereof until paid, and until paid shall be added to the Principal and shall be secured by the Mortgage prior to all claims thereon subsequent to the Mortgage;

10.5 Nothing done by the Chargee in reliance on the provisions of this paragraph 10 shall in any manner prejudice the remedies of the Chargee in respect of any default of the Chargor or otherwise.

11. DEFAULT AND ACCELERATION

11.1 If any default at any time be made of or in any payment of the Principal or interest secured by the Mortgage, or intended so to be, or any part thereof, at the times and in the amounts provided, or in payment of any of the Taxes, rates, levies, charges, rents, assessments or other impositions whatsoever, or under the covenant to insure provided in the Mortgage, or as to any other covenant or proviso contained in the Mortgage, or if the Chargor becomes bankrupt or insolvent or makes or demonstrates an intention to make an assignment for the benefit of its creditors or makes a proposal or takes advantage of any provision of the *Bankruptcy and Insolvency Act* (Canada) or any other legislation for the benefit of insolvent debtors or if the whole or any portion of the Lands become the subject of expropriation proceedings, then and in every such case and in the sole discretion of the Chargee:

- (a) the outstanding Principal, interest, and all other moneys owing under the Mortgage shall forthwith become due and payable without notice in like manner and with like consequences and effects to all intents and purposes whatsoever as if the Balance Due Date had fully come and expired, and the provisions relating to a default under the Mortgage by the Chargor shall be as set out herein and the Chargor shall not be relieved from the consequences of default by payment of the moneys of which default of payment has been made and costs and charges related thereto; and
- (b) the Chargee may exercise any and all remedies to enforce the Mortgage;

11.2 If the Chargor or any other person liable for the performance of any or all of the Chargor's obligations under the Mortgage defaults in the observance or performance of any of the terms of any other security documents given or granted to the Chargee as additional or collateral security for the payment of the moneys secured by the Mortgage or the performance of the terms of the Mortgage, then such default shall be deemed to be a default under the Mortgage and entitle the Chargee to exercise any and all remedies available to the Chargee in the event of default under the Mortgage.

11.3 If all or any part of the Lands are used for an illegal purpose by any person, or if any illegal business is conducted in, on, or about the Lands, or if equipment believed by the Chargee to be related to an illegal business is installed in, on or about the Lands or if the Lands or any part thereof are the subject of or are part of a criminal investigation then, at the option of the Chargee in its unrestricted and absolute discretion, the outstanding Principal shall immediately become due and payable.

12. REMEDIES OF CHARGEES ON DEFAULT

12.1 If the Chargor is in default, the outstanding Principal, interest and all other amounts secured under the Mortgage will immediately become due and payable at the Chargee's option and the Chargee may, in addition to any other rights or remedies that are available to the Chargee at law, enforce any one or more of the

remedies listed below in any order, separately or together, to the extent that such remedies are available at such time.

12.2

The Chargee's remedies are:

- (i) Go to Court – The Chargee may take court proceedings to obtain a judgment against the Chargor to pay the Chargee the amounts secured under the Mortgage.
- (ii) Foreclosure or Sale by a Court – The Chargee may take court proceedings to foreclose the Chargor's equity of redemption in the Lands. If the Chargee obtains a final order of foreclosure from the court, the Lands will become the Chargee's. The Chargee may also ask the court to order the sale of the Lands under its supervision. The net proceeds from the sale of the Lands will be applied to reduce the amounts secured under the Mortgage. If the net proceeds are less than the amounts secured, the Chargor must pay the Chargee the difference, and the Chargee may obtain a judgment against the Chargor to pay the Chargee the difference. If the net proceeds are more than the amounts secured, the excess will be paid to the Chargor.
- (iii) Lease the Property – If the Chargor's default continues for 15 days, the Chargee may, on 15 days' notice to the Chargor, lease the Lands; if the Chargor's default continues for 30 days, the Chargee may, without notice to the Chargor, lease the Land. The Chargee may apply the net proceeds of any lease to reduce any part of the amounts secured under the Mortgage. If the net proceeds of any lease are less than the amounts secured, the Chargor must pay the Chargee the difference. If the net proceeds are more than the amounts secured, the excess will be paid to the Chargor.
- (iv) Power of Sale – If the Chargor's default continues for 15 days, the Chargee may, on at least 35 days' written notice to the Chargor delivered in accordance with the *Mortgages Act* (Ontario), enter on and sell the whole or any part of the Lands. Any sale can be for cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on such terms as can be obtained. The Chargee may cancel, amend or not complete any contract of sale without being responsible for any resulting loss. The net proceeds from any sale of the property will be applied to reduce the amounts secured under the Mortgage. If the net proceeds are less than the amounts secured, the Chargor must pay the Chargee the difference, and the Chargee may obtain a judgment against the Chargor to pay the Chargee the difference. If the net proceeds are more than the amounts secured, the excess will be paid to the Chargor.
- (v) Enter on the Lands – The Chargee can enter on the Lands at any time without the Chargor's permission and inspect, collect rents or manage the Lands, repair or complete construction of any building or other improvement on the Lands and do anything else that the Chargee is entitled as mortgagee to do. Any costs the Chargee incurs will be added to the Principal and will bear interest at the Interest Rate.

(vi) Possession – The Chargee can take possession of the Lands at any time, without the Chargor’s permission, and take all necessary action to recover and keep possession of the Lands. The Chargee will not be considered to be a mortgagee in possession unless the Chargee actually takes possession of the Lands. The Chargee may lease or sell the Lands without actually entering into possession of the Lands. While in possession, the Chargee will only be accountable for money actually received by the Chargee.

(vii) Personal Property – It shall be lawful for the Chargee to, and the Chargor hereby grants full power and license to the Chargee to enter, seize and distrain upon any goods upon the Lands and by distress warrant to recover by way of rent reserved as in the case of a demise of the Lands as much of the Principal, interest or other moneys secured by the Mortgage as shall from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses of the Chargee in connection therewith (including without limitation legal fees, costs, charges and expenses on a solicitor and his own client basis).

12.3 The obtaining of a judgment or judgments in any action to enforce the Mortgage or any of the covenants contained therein or any covenant contained in any other security for payment of the moneys hereby secured by the Mortgage or performance of the obligations contained in the Mortgage shall not, subject to applicable laws, operate as a merger of the Mortgage or of the moneys secured by the Mortgage or any of the said covenants or affect the right of the Chargee to interest at the Interest Rate and at the times aforesaid on any moneys owing to the Chargee under any covenant therein, and any judgment shall provide that interest shall be computed at the Interest Rate and in the same manner as provided in the Mortgage until the judgment or judgments shall have been fully paid and satisfied;

12.4 In addition to the foregoing rights and powers, the Chargee may appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein called the “Receiver”) of the Lands, with or without bond, and may from time to time remove the Receiver and appoint another in his stead. A Receiver appointed by the Chargee as aforesaid will be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver’s acts or defaults and the Chargee shall not be in any way responsible therefor and the Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses.

12.5 It is further specifically understood and agreed that the Receiver appointed by the Chargee shall have the following powers, subject to any limitations in the instrument in writing or any order of a court of competent jurisdiction appointing him, namely to:

- (a) take possession of the Lands;
- (b) rent the Lands or any portion thereof and receive and collect the rents, issues and profits thereof;
- (c) carry on or concur in carrying on the business of the Chargor in operating the business comprised of the Lands or which is conducted thereon by the Chargor;
- (d) pay any or all debts and liabilities in connection with the Lands;

- (e) sell or lease or concur in selling or leasing any or all of the Lands;
- (f) make any arrangements or compromises which the Receiver considers expedient;
- (g) borrow money, upon the security of the whole or any part of the Lands, to carry on the business of the Chargor comprised of the Lands or which is conducted thereon by the Chargor or to maintain the whole or any part of the Lands in a manner that will be sufficient to obtain the amounts from time to time required in the opinion of the Receiver, and in so doing the Receiver may issue certificates (each herein called a "Receiver's Certificate") that may be payable as the Receiver considers expedient and bear interest as stated therein, and the amounts from time to time payable under any Receiver's Certificate shall charge the Lands in priority to the Mortgage and the Chargor hereby charges the Lands with the debt, if any, owing from time to time under any Receiver's Certificate; and
- (h) institute and prosecute all suits, proceedings and actions which the Receiver considers necessary or advisable for the proper protection of the Lands, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted, and appeal any suit, proceeding or action;

12.6 In exercising his powers hereunder, any Receiver will be free to deal with the Lands and any assets of the Chargor related thereto in such order or manner as he may be directed by the Chargee, any rule of law or equity to the contrary notwithstanding, including, without limitation, the equitable principle or doctrine of marshalling;

12.7 The net revenue received from the Lands and the net proceeds of sale of the Lands or any part thereof shall be applied by the Receiver, subject to the claims of creditors, if any, ranking in priority to the Mortgage, as follows:

- (a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable to him;
- (b) secondly, in payment to the Chargee of all costs and charges owing hereunder and interest and arrears of interest remaining unpaid hereunder;
- (c) thirdly, in payment to the Chargee of the outstanding Principal; and
- (d) fourthly, any surplus shall be paid to the Chargor;

provided that in the event any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or any portion of the surplus as the Receiver deems appropriate in the circumstances;

12.8 Neither the provisions of the Mortgage nor the exercise of the powers provided in the Mortgage shall render the Chargee a mortgagee in possession, and the Chargee shall not be accountable except for the moneys actually received by the Chargee;

12.9 All remedies available to the Chargee herein shall be in addition to and not restrictive of the remedies of the Chargee at law and in equity and by statute;

12.10 Each remedy of the Chargee may be enforced in priority to or concurrently with or subsequent to any other remedy or remedies of the Chargee;

12.11 The Chargee may realize on various securities and any parts thereof in any order that the Chargee may consider advisable, and any realization, whether by foreclosure or sale, on any security or securities shall not bar realization on any other security or securities.

13. PRESERVATION OF MORTGAGE AND OTHER SECURITY

13.1 No extension of time given by the Chargee to the Chargor, nor anyone claiming under the Chargor, nor any other dealing by the Chargee with the owner of the equity of redemption of the Lands, shall in any way affect or prejudice the rights or remedies of the Chargee against the Chargor or any other person liable either in whole or in part for the payment of the moneys secured by the Mortgage or the performance of the obligations of the Chargor under the Mortgage;

13.2 Any portion of the Lands that are or may hereafter be subdivided does and shall stand as charged with the whole of the moneys secured by the Mortgage, and no person shall have any right to require the moneys secured by the Mortgage to be apportioned upon or in respect of any such subdivision;

13.3 The Chargee may at all times release any part or parts of the Lands or any other security or any surety for payment of all or any part of the moneys secured by the Mortgage or may release the Chargor or any other person from any covenant or other liability to pay the moneys secured by the Mortgage or any part thereof, either with or without any consideration therefor and without being accountable for the value thereof or for any moneys except those actually received by the Chargee, and without thereby releasing any other part of the Lands or any other securities or covenants contained in the Mortgage, it being agreed that, notwithstanding any such release, the Lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys secured by the Mortgage;

13.4 The Chargee may waive any default under the Mortgage provided that no such waiver, nor any failure to enforce at any time or from time to time any of the rights of the Chargee under the Mortgage, shall prejudice the Chargee's rights in the event of any future default or breach;

13.5 The provisions of the Mortgage and the security of the Mortgage are in addition to, but not in substitution for, any other security now or hereafter held by the Chargee for the Principal, interest and other amounts secured by the Mortgage or any part thereof;

13.6 Any act done or omitted to be done by any of the parties hereto regarding any other securities held by the Chargee for the Principal, interest and other amounts secured by the Mortgage or any part thereof shall not in any way affect or prejudice the Mortgage, and the Mortgage shall remain and be in force until satisfaction thereof is made by payment of all sums hereby secured as if no other security was held by the Chargee for such sums.

14. SALE OR TRANSFER

14.1 (a) If the Lands or any part thereof are sold, transferred, conveyed or assigned or otherwise disposed of, or the Chargor enters into any agreement to effect any of the foregoing, whether by registered or unregistered instrument and whether for valuable or nominal consideration or otherwise, to a party not first approved in writing by the Chargee; or

(b) if such purchaser, grantee, transferee or assignee should fail to:

(A) apply for and receive the Chargee's written approval as aforesaid;

(B) if required by the Chargee, personally assume all the obligations of the Chargor under the Mortgage, and

(C) if required by the Chargee, execute an assumption agreement in the form required by the Chargee;

then the Chargee at its option may declare the outstanding Principal, all accrued interest and all other moneys then secured under the Mortgage, to become immediately due and payable in full and the Chargor shall pay the same forthwith.

14.2 The word "assigned" as used in paragraph 14.1 shall include any transfer, sale, assignment, bequest, inheritance, encumbrance or other disposition of shares of any body corporate comprising the Chargor, in whole or in part, having the result of changing the identity of the person(s) who during the term of the Mortgage exercise the effective voting control of such body corporate.

14.3 The Chargee shall be entitled to charge a reasonable servicing fee to process each application for approval as herein contemplated, which fee shall be payable forthwith upon demand. Failure by the Chargor to pay such servicing fee shall be deemed to be an act of default hereunder. It is further understood and agreed that any approval given hereunder shall in no way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the moneys secured by the Mortgage.

15. CONDOMINIUM

15.1 If the Lands comprise a condominium unit, the Mortgagor agrees to comply with the provisions of this paragraph 15 in addition to the other provisions of this set of standard charge terms.

15.2 The Chargor will comply with the Act and with the declaration, by-laws and rules and regulations of the condominium corporation in effect from time to time and the Chargor will cause any of the Chargor's guests to do so as well.

15.3 The Chargor will pay all amounts required by the Act, the declaration, the by-laws of the condominium corporation and the condominium corporation's budget on or before the date such amounts are due, including, but not limited to, all common expenses, contributions, levies or

assessments. If the Chargee requests, the Chargor will give the Chargee proof that it has done so. If the Chargor does not make any payments which it is obligated to pay, the Chargee may do so on the Chargor's behalf and add such amounts to the amounts secured under the Mortgage and such amounts will bear interest at the Interest Rate.

15.4 The Chargor will mail to the Chargee by prepaid registered mail or deliver to the Chargee a copy of every notice, assessment, claim or demand for payment, rule or regulation, request or demand of the Chargee to consent to any matter, and every other communication relating to the Chargor's unit or the common elements of the condominium property so that the Chargee receives such communications at least five days before any claim or demand is payable or, in the case of other communications, within five days of the date the Chargor receives them.

15.5 The Chargor irrevocably authorizes the Chargee, in the Chargor's name and on the Chargor's behalf, to exercise the Chargor's rights under the Act and under the declaration and by-laws of the condominium corporation to vote at any meeting of the condominium corporation and to consent to any matter relevant to the management, sale or other dealings with the property or assets of the condominium corporation or the termination of the application of the Act to the condominium corporation. However, the Chargor may exercise such rights to vote or consent unless the Chargee notifies the Chargor in writing that the Chargee wishes to use the Chargee's rights to vote or consent, in which case the Chargee may also notify the condominium corporation. The Chargee's wish to vote or consent can be for a limited period of time or for a particular meeting or matter. When the Chargee votes or consents in the Chargor's place, the Chargee does not then become a mortgagee in possession and is not responsible for protecting the Chargor's interests or for the way the Chargee votes or consents or fails to do so.

15.6 At the Chargee's option, the amounts secured under the Mortgage will become payable immediately if:

- (i) the condominium of which the Lands forms a part, including, without limitation, the common elements and the assets of the condominium corporation (collectively, the "**condominium property**") is no longer governed by the Act;
- (ii) a vote of the unit owners authorizes the sale of the condominium property or any part thereof;
- (iii) the condominium corporation fails to comply with the Act, the declaration, by-laws, rules and regulations or any other reciprocal or shared facilities agreement to which it is a party;
- (iv) the condominium corporation fails, in the Chargee's opinion, to manage the condominium property in a careful way or to maintain the condominium property in good repair;
- (v) the condominium corporation fails to insure the condominium property according to law, the Act and any additional requirements the Chargee may have or fails to do all that is necessary to collect insurance proceeds;

- (vi) the condominium corporation makes or permits to be made any substantial modification to the condominium property or any part thereof without the Chargee's approval; or
- (vii) there has been substantial damage to the condominium property and the owners have voted for termination of the condominium corporation.

The Chargee's rights to cause the amounts secured under the Mortgage to become payable immediately will not be affected by the fact that the Chargee may have voted in favour of or consented to any of the foregoing.

15.7 If the Lands consist solely of a condominium unit, the Chargor must insure and keep insured in the Chargee's favour and until the Mortgage is discharged, the Lands (including, without limitation, all buildings, structures, fixtures and improvements now or in the future located on the Lands not required to be insured by, the condominium corporation according to the Act or the declaration of the condominium corporation) for not less than its full replacement value in Canadian dollars.

The condominium corporation must obtain such appropriate insurance as it is required to obtain under the Act and under the declaration and by-laws of the condominium corporation, failing which the Chargor will be in default. In addition, the Chargor must insure against loss or damage by fire with extended perils coverage, and against such additional risks as the Chargee may at any time require, all improvements or those improvements required by the Act or by-laws of the condominium corporation which at any time have been made to the Lands.

All insurance policies must be provided by a company approved by the Chargee and contain mortgage clauses approved by the Insurance Bureau of Canada or by the Chargee confirming that loss proceeds are payable firstly to the Chargee, and the Chargor will have the first right to receive and to have a lien on the loss proceeds. Upon the Chargee's request, the Chargor will provide the Chargee with certified copies of every insurance policy with respect to the Lands and, not less than 15 days before any policy expires, evidence of its renewal.

The Chargee may place and pay for any insurance policy if the Chargor fails to do so. Any premiums or sums of money which the Chargee pays for insurance will be immediately payable by the Chargor to the Chargee or added to the amounts secured by the Mortgage if not so paid and will bear interest at the Interest Rate.

If any loss or damage occurs, the Chargor will immediately, at its expense, do everything necessary to enable the Chargee to obtain the insurance proceeds. The production of a copy of the Mortgage will be sufficient authority for the insurance company to pay any loss to the Chargee or to accept instructions from the Chargee dealing with the loss, and the insurance company is hereby directed to pay the same to Chargee. Insurance proceeds may, at the Chargee's option, in whole or in part be: (i) used to repair or rebuild the Lands; (ii) paid to the Chargor; and/or (iii) used to reduce any part of the amounts secured by the Mortgage, whether due or not, including, without limitation, an amount to compensate the Chargee for loss of interest.

The Chargor will, and to the extent it is within the Chargor's control will cause the condominium corporation to, assign and transfer the policy or policies of insurance and receipts thereof to the

Chargee and if the Chargor or the condominium corporation fails to keep the buildings and improvements insured or provide the Chargee at least 15 days before the termination of any insurance, evidence of renewal, the Chargee is entitled but not obligated to insure the buildings or improvements.

The obligation to insure may be performed by the condominium corporation and the proceeds of insurance may be payable in accordance with the declaration and by-laws of the condominium corporation. The Chargor promises that, in the event of loss or damage, the Chargor will fully comply with the terms of all insurance policies and with the insurance provisions of the declaration and by-laws and that, as a member of the condominium corporation, the Chargor will insist that the condominium corporation fully complies with these terms.

16. COVENANTOR

16.1 This paragraph applies if the Mortgage has been executed by a “Covenantor” and if so, the Covenantor for the sum of TEN DOLLARS (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by the Chargee to the Covenantor (the receipt and sufficiency of which is hereby acknowledged), hereby covenants, promises and agrees to and with the Chargee as a principal debtor and not as a surety:

- (a) to duly and punctually pay the outstanding Principal, interest and all other moneys from time to time owing on the security of the Mortgage and to observe and perform or cause to be observed and performed all the covenants, agreements, terms, provisos, stipulations, and conditions herein contained on the part of the Chargor to be observed and performed and to indemnify, protect and save harmless the Chargee from all loss, costs and damage in respect of the Mortgage and every matter and thing herein contained;
- (b) that no release or releases of any portion or portions of the Lands and no indulgence shown by the Chargee in respect of any default by the Chargor which may arise under the Mortgage and no extension or extensions granted by the Chargee to the Chargor for payment of the moneys secured by the Mortgage, or for the doing, observing or performing of any covenant, agreement, matter or thing contained in the Mortgage, to be done, observed or performed by the Chargor, nor any variation in or departure from the provisions of the Mortgage including but not limited to any variation or increase of the Interest Rate or any extension of the term of payment of the moneys secured by the Mortgage, nor any taking of further security from the Chargor nor any other dealings between the Chargee and the Chargor, shall in any way prejudice the Chargee or modify, alter, vary or affect the liability of the Covenantor in any way under this covenant, which shall continue and be binding on the Covenantor, as well after as before default under, judgment upon, or maturity of the Mortgage, until the outstanding Principal, interest and other moneys owing under the Mortgage are fully paid and satisfied;
- (c) that the Chargee shall not be bound to exhaust its recourse against the Chargor or the Covenantor or any other person before enforcing its rights against the Covenantor;
- (d) that any failure on the part of the Chargee to perfect, maintain or enforce its rights, whether due to default, negligence or otherwise on the part of the Chargee, with respect to

the Mortgage, or any other security granted to the Chargee relating to the Mortgage or the moneys secured by the Mortgage, shall not prejudice the Chargee with respect to its rights pursuant to this covenant and shall not discharge or limit or lessen the liability of the Covenantor pursuant to the terms hereof;

(e) that the release of any person or persons comprising the Covenantor from his or her or its liability hereunder, in whole or in part, shall not affect the liability of any person or persons remaining as Covenantor above, which liability shall in each instance remain unimpaired and still in full force and effect as if each person being so released had not been party to the Mortgage; and

(f) that the Chargee may vary any agreement or arrangement with any or all of the persons comprising the Covenantor and grant extensions of time to or otherwise deal with the Covenantor without any consent on the part of the Chargor.

17. PROMISSORY NOTE

17.1 Any promissory note or notes taken in connection with any advance or re-advance of funds to be secured under the Mortgage is taken as collateral security only and not in satisfaction of the moneys secured under the Mortgage.

18. OTHER OBLIGATIONS

18.1 Any default by the Chargor in the performance of any contractual obligation to the Chargee under any agreement or legal instrument collateral or supplemental to the Mortgage, and any default by any person or persons in the performance or observance of any provision or covenant under the Mortgage or under any other security for the payment of the moneys secured by the Mortgage and any material adverse change in the financial condition of the Chargor and/or any other person executing the Mortgage, and the making of any mis-statement by any person in any statutory declaration or certificate at any time delivered in connection with the Mortgage, shall be deemed to be a default hereunder and shall entitle the Chargee to exercise all remedies available to the Chargee in the event of default by the Chargor hereunder;

18.2 All covenants, agreements, representations and warranties of the Chargor and/or any other person executing the Mortgage as contained in any loan application, commitment letter or similar application for the Mortgage loan (the "Application") shall be deemed incorporated and made part of the Mortgage as if the same covenants, agreements, representations and warranties of the Chargor and any such other person were fully repeated in the Mortgage and in the event of any breach by the Chargor or any such other person of any of the covenants, agreements, representations and warranties contained in the Application, all of which shall survive throughout the term of the Mortgage, the breach shall be deemed to be a default under the Mortgage and shall entitle the Chargee to exercise all of the rights and remedies of the Chargee including, but without limiting the generality of the foregoing, the right to demand payment of the moneys secured under the Mortgage. In the event any conflict between the provisions of the Application and the Mortgage, the provisions of the Mortgage shall govern.

19. ESTOPPEL CERTIFICATE

19.1 The Chargor, within seven (7) days after receipt of a request to do so, will certify to the Chargee, or any person designated by the Chargee, the amount of the outstanding Principal, the date to which interest is paid, that it has no right of set-off against the moneys due under the Mortgage or, if it has such a right of set-off, the amount thereof, and that there have been no amendments hereof or, if there has been any such amendment, specifying it.

20. INTEREST RATE ALTERNATIVE

20.1 If the Interest Rate would, except for this clause, be a criminal rate, or void for uncertainty, or unenforceable for any other reason, then the Interest Rate shall be one per cent (1%) per annum less than the minimum rate which would be a criminal rate calculated in accordance with generally accepted actuarial practices and principles.

21. ASSIGNMENT OF RENTS

21.1 To further secure the Principal and interest and all other sums which may become due and payable under the Mortgage, the Chargor hereby transfers and assigns all rents payable by any tenants of any and all parts of the Lands. It is understood and agreed that the Chargee may, without notice to the Chargor or to any other party hereunder, exercise at any time the powers hereby conferred. It is further understood and agreed that neither the existence of this paragraph nor the exercising of any of the powers conferred by this assignment of rentals nor the collection of any rents hereunder shall constitute the Chargee a mortgagee in possession, nor shall they render the Chargee liable to account to any of the parties hereunder for failure to collect or for neglect in collecting any of the rentals, nor shall they impose any obligation whatsoever on the Chargee to take any proceedings whether in a court of law or otherwise to enforce payment of the said rentals, nor shall they render the Chargee liable for any neglect to repair or to supply heat or electricity or any other service to the tenants or to pay taxes but such responsibility, notwithstanding the collection of any rentals as aforesaid, shall rest entirely with the Chargor.

22. BUILDING MORTGAGE

22.1 If the Mortgage is a building mortgage then the Chargor covenants:

- (a) to construct a building or buildings or other improvements on the Lands in accordance with such plans and other specifications as have been or shall hereafter be approved in writing by the Chargee;
- (b) that any such construction shall be carried out diligently, and in a proper and workmanlike manner; and in conformity with the ordinances, by-laws and other requirements of any government, government agency or other body having statutory jurisdiction over construction on the Lands;
- (c) that any buildings or improvements now or hereafter erected or constructed on the Lands shall stand as and form part of the security for the full amount of the moneys secured by the Mortgage; and

(d) that the moneys secured by the Mortgage are to be advanced from time to time in the discretion of the Chargee in accordance with the state of the buildings or other improvements being or to be erected or constructed on the Lands and upon the fulfillment of any other conditions or requirements stipulated by the Chargee, but save where the Chargee expressly undertakes in writing to the Chargor to make any advance, nothing in this paragraph shall vary or modify any provision in the Mortgage which concerns, governs or limits the Chargee's obligation to advance any monies secured by the Mortgage.

23. MAXIMUM RETURN TO CHARGEЕ

23.1 The Chargor agrees that, notwithstanding any agreement to the contrary, no interest on the Principal will be payable in excess of that permitted by the laws of Canada. If the effective annual rate of interest, calculated in accordance with generally accepted actuarial practices and principles, would exceed the amount permitted by the laws of Canada, then:

- (a) the amount of any fees payable in connection therewith will be reduced to the extent necessary to eliminate such excess;
- (b) any remaining excess that has been paid will be credited toward prepayment of the outstanding Principal; and
- (c) any overpayment that may remain after such crediting will be returned forthwith upon demand.

24. MISCELLANEOUS

24.1 In order for any addition to or modification, amendment or variation of the Mortgage to be effective it must be in writing and signed by all parties to the Mortgage;

24.2 Any demand or notice necessary to be given in pursuance of the exercise of the powers and provisions herein contained may be given to the Chargor or to any encumbrancer by writing signed or purporting to be signed by or on behalf of the Chargee;

24.3 Any demand or notice to be made or given under the provisions of the Mortgage may be effectually made or given in writing addressed to the party to whom it is made or given and delivered or mailed by registered post to the address stated on page 1 of the Mortgage Form or to such other address as the party to whom it is made or given shall have previously specified by written notice, and shall be deemed to have been made or given on the date of delivery if delivered and on the third day after mailing if mailed;

24.4 The Chargee has not made and the Chargor does not rely on any representations, warranties, covenants, agreements, conditions or provisos, oral or otherwise, whether made by the Chargee or any person acting actually or ostensibly on the Chargee's behalf, other than those contained in the Mortgage unless those representations, warranties, covenants, agreements, conditions and provisos are contained in a supplementary contract in writing duly executed by both

the Chargor and the Chargee which supplementary contract is expressed to survive the closing of the transaction referred to therein and the registration of the Mortgage.

25. INTERPRETATION

25.1 The paragraph headings in this set of standard charge terms are inserted for convenience of reference only and shall not affect the construction or interpretation of this set of standard charge terms;

25.2 All references in this set of standard charge terms or in the Mortgage to the words “hereof”, “herein” or “hereunder” shall be construed to mean and refer to this set of standard charge terms or Mortgage as the case may be as a whole and shall not be construed to refer only to a specific paragraph or clause of this set of standard charge terms or Mortgage as the case may be unless the context clearly requires such construction;

25.3 In the event of any party being comprised of two or more persons, all covenants and agreements of such party herein contained and in the Mortgage shall be and be deemed to be joint and several covenants or agreements of each such person, and the heirs, executors, administrators, successors and permitted assigns of each such person shall be jointly and severally bound by the covenants, agreements, stipulations and provisos herein stated in addition to those granted or implied by statute;

25.4 If any of the terms of this set of standard charge terms or the Mortgage are or are held to be unenforceable or otherwise invalid, such holding will not in any way affect the enforceability or validity of the remaining terms of this set of standard charge terms or the Mortgage;

25.5 This set of standard charge terms including any covenants and indemnity of the Covenantor provided for herein shall be governed by and construed in accordance with the laws of the Province of Ontario, and each party hereby submits to the jurisdiction of the courts of the Province of Ontario and agrees to be bound by any suit, action or proceeding commenced in such courts and by any order or judgment resulting from such suit, action or proceeding; provided that the foregoing shall in no way limit the right of the Chargee to commence suits, actions or proceedings based on this set of standard charge terms or Mortgage in any other jurisdiction;

25.6 Wherever the singular or masculine gender is used throughout this set of standard charge terms or the Mortgage, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require;

25.7 Time shall be of the essence hereof;

25.8 All references in these standard charge terms to statutes, regulations or sections of statutes or regulations shall be construed as referring to those statutes, regulations or sections as amended from time to time and to all replacements thereof from time to time, unless the context otherwise requires;

25.9 If the Chargor has applied for and been approved by the Chargee for a National Housing Act loan, the Mortgage shall be subject to the *National Housing Act*;

25.10 The covenants contained in section 7(1) of the *Land Registration Reform Act* (Ontario) are excluded from the Mortgage.

**CANADIAN WESTERN BANK, by its solicitors,
McCarthy Tétrault LLP**

Per:

Tzen-Yi Goh

This is **Exhibit "O"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED

MAY 16, 2024

BRANCH ADDRESS: Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of British Columbia in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means LABTEST CERTIFICATION INC.
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;

- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or *pari passu* with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominees so that the Bank or its nominees may appear on record as the sole owner thereof; provided however that until Default the Bank shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement indentifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/ Territory of British Columbia.

- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

LABTEST CERTIFICATION INC.

Name:

KAVINDER DHILLON

Title:

DIRECTOR

Signature:

Kavinder Dhillon

Corporate Seal
If Applicable

N/A

INDIVIDUAL DEBTOR(S)

Name:

Signature:

Witness

Name:

Signature:

Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T: 778-379-9353 F: 778-379-9354

Aikay V. Oduoza

DEBTOR ADDRESS:

(Chief Executive Office, if Corporation, or residence if Individual)

#205, 8291 92 Street

Delta, BC V4G 0A4

SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL**

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS**3. PERMITTED ENCUMBRANCES**

SCHEDULE "B"**PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL**

SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

- (a) Chief Executive Office
#205, 8291 92 Street
Delta, BC V4G 0A4

- (b) Other Locations:

N/A

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

SAME AS 1(a) Above

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"
ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated: MAY 16, 2024

FROM:
LABTEST CERTIFICATION INC.

#205, 8291 92 Street
Delta, BC V4G 0A4

TO:
CANADIAN WESTERN BANK
Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

GENERAL SECURITY AGREEMENT

This is **Exhibit "P"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED

MAY 16, 2024

BRANCH ADDRESS: Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of British Columbia in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means LABTEST CERTIFICATION ONTARIO INC.
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;

- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or *pari passu* with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominees so that the Bank or its nominees may appear on record as the sole owner thereof; provided however that until Default the Bank shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/ Territory of British Columbia.

- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

LABTEST CERTIFICATION ONTARIO INC.

Name: KAVINDER DHILLON
 Title: PRESIDENT
 Signature: *Kavinder Dhillon*

Corporate Seal N/A
 If Applicable

INDIVIDUAL DEBTOR(S)

Name: _____
 Signature: _____

Witness

Name: _____
 Signature: *Aikay V. Oduoza*

Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 - 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T: 778-379-9353 F: 778-379-9354

DEBTOR ADDRESS.
 (Chief Executive Office, if Corporation, or residence if Individual)

150 York Street, Suite 800
 Toronto, ON M5H 3S5

SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL**

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS**3. PERMITTED ENCUMBRANCES**

SCHEDULE "B"**PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL**

SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

- (a) Chief Executive Office
150 York Street, Suite 800
Toronto, ON M5H 3S5

- (b) Other Locations:

N/A

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

SAME AS (a) Above

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"
ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated: MAY 16, 2024

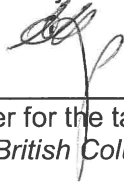
FROM:
LABTEST CERTIFICATION ONTARIO INC.

150 York Street, Suite 800
Toronto, ON M5H 3S5

TO:
CANADIAN WESTERN BANK
Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

GENERAL SECURITY AGREEMENT

This is **Exhibit "Q"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED

MAY 16, 2024

BRANCH ADDRESS: Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of British Columbia in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means MUANALYSIS INC.
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption:
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;

- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or *pari passu* with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominees so that the Bank or its nominees may appear on record as the sole owner thereof; provided however that until Default the Bank shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/ Territory of British Columbia.

- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

MUANALYSIS INC.

Name: KAVINDER DHILLON Corporate Seal N/A
 Title: DIRECTOR
 Signature: Kavinder Dhillon
 If Applicable

INDIVIDUAL DEBTOR(S)

Name: _____
 Signature: _____

Witness

Name: _____
 Signature: [Signature]

Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 - 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T:778-379-9353 F:778-379-9354

DEBTOR ADDRESS:

(Chief Executive Office, if Corporation, or residence if Individual)

2301 St. Laurent Boulevard, Suite 500
 Ottawa, ON K1G 4S8

SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL**

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS**3. PERMITTED ENCUMBRANCES**

SCHEDULE "B"
PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

- (a) Chief Executive Office
2301 St. Laurent Boulevard, Suite 500
Ottawa, ON K1G 4S8

- (b) Other Locations:

N/A

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

SAME AS 1(a) Above

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"
ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated:

MAY 16, 2024

FROM:

MUANALYSIS INC.

2301 St. Laurent Boulevard, Suite 500
Ottawa, ON K1G 4S8

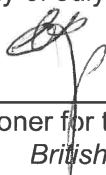
TO:

CANADIAN WESTERN BANK

Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

GENERAL SECURITY AGREEMENT

This is **Exhibit "R"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED MAY 16, 2024

BRANCH ADDRESS: Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of British Columbia in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means GOSHU PRODUCTS/SERVICES INC.

- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;

- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or *pari passu* with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominees so that the Bank or its nominees may appear on record as the sole owner thereof; provided however that until Default the Bank shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/ Territory of British Columbia.

- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

GOSHU PRODUCTS/SERVICES INC.

Name: KAVINDER DHILLON
 Title: DIRECTOR
 Signature: Kavinder Dhillon

Corporate Seal N/A
 If Applicable

INDIVIDUAL DEBTOR(S)

Name: _____
 Signature: _____

Witness

Name: _____
 Signature: [Signature]

DEBTOR ADDRESS:

(Chief Executive Office, if Corporation, or residence if Individual)

#205, 8291 92 Street
 Delta, BC V4G 0A4

Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 - 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T: 778-379-9353 F: 778-379-9354

SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL**

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS**3. PERMITTED ENCUMBRANCES**

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

(a) Chief Executive Office
#205, 8291 92 Street
Delta, BC V4G 0A4

(b) Other Locations:

N/A

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

SAMES AS 1(a) above

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"
ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated:

MAY 16, 2024

FROM:

GOSHU PRODUCT/SERVICES INC.

#205, 8291 92 Street
Delta, BC V4G 0A4

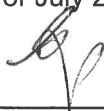
TO:

CANADIAN WESTERN BANK

Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

GENERAL SECURITY AGREEMENT

This is **Exhibit "S"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



THIS GENERAL SECURITY AGREEMENT DATED

July 31, 2021

BRANCH ADDRESS: Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province/Territory of Ontario in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct;
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means 2842878 ONTARIO INC.

- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances:
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;

- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal, provincial or territorial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g), or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Bank to transfer the same or any part thereof into its own name or that of its nominees so that the Bank or its nominees may appear on record as the sole owner thereof; provided however that until Default the Bank shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Bank to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement indentifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province/ Territory of Ontario.

- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

2842878 ONTARIO INC. by its authorized signatory:

Name: KAVINDER DHILWAN

Corporate Seal
If Applicable

Title: _____

Signature: Kavinder Dhilwan

INDIVIDUAL DEBTOR(S)

Name: _____

Signature: _____

Witness

Name: _____

Signature: [Signature]

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

DEBTOR ADDRESS:

(Chief Executive Office, if Corporation, or residence if Individual)

Suite 800, 150 York Street
Toronto, ON M5H 3S5

SCHEDULE "A"

1. SPECIFICALLY DESCRIBED COLLATERAL

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS

3. PERMITTED ENCUMBRANCES

SCHEDULE "B"
PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office
Suite 800, 150 York Street
Toronto, ON M5H 3S5

(b) Other Locations:

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"
ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated: _____

FROM:
2842878 ONTARIO INC.

Suite 800, 150 York Street
Toronto, ON M5H 3S5

TO:
CANADIAN WESTERN BANK
Unit 103, 15230 Highway 10, Surrey, BC V3S 5K7

GENERAL SECURITY AGREEMENT

This is **Exhibit "T"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)

LABTEST CERTIFICATION ONTARIO INC. by its authorized signatory:

Witness:

Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354

Per:

KAVINDER DHILLON

Affix
Seal

This is **Exhibit "U"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

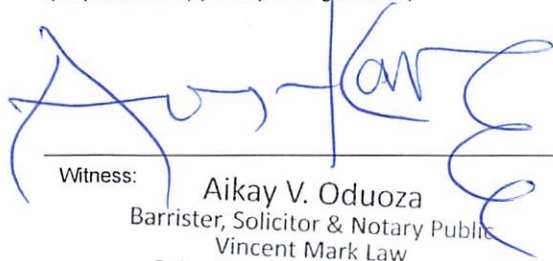
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)

GOSHU PRODUCTS/SERVICES INC. by its authorized signatory:


Witness: Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354


Per: KAVINDER DHILLON Affix Seal

This is **Exhibit "V"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION INC.

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2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
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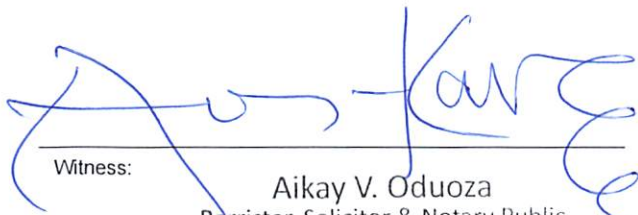
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024

(corporate seal(s) if corporate guarantor)

MUANALYSIS INC. by its authorized signatory:

Witness: 
Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 – 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T:778-379-9353 F:778-379-9354


 Per: **KAVINDER DHILLON**

Affix
Seal

This is **Exhibit "W"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

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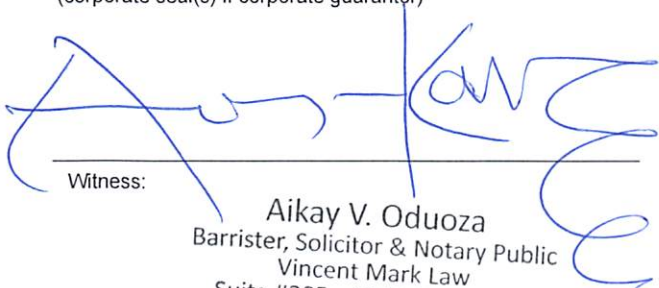
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(corporate seal(s) if corporate guarantor)

Witness:


Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354


KAVINDER SINGH DHILLON

Affix
Seal

This is **Exhibit "X"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

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_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

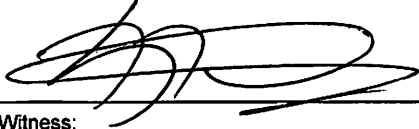
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

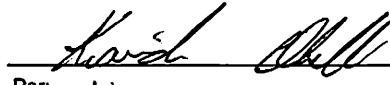
16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 31 day of July, 2024

(corporate seal(s) if corporate guarantor)

2842878 ONTARIO INC. by its authorized signatory:


Witness:


Per: Karinder Dhaliwal

Affix
Seal

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

This is **Exhibit "Y"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

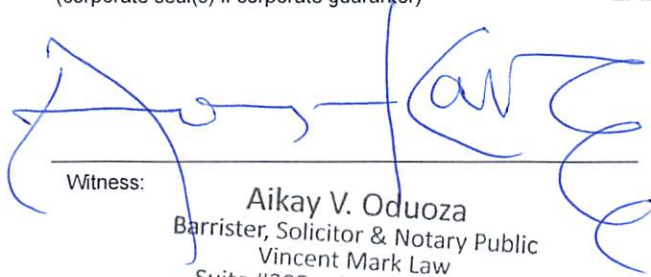
16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)

LABTEST CERTIFICATION INC. by its authorized signatory:

Witness:

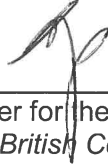

Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T: 778-379-9353 F: 778-379-9354

Per:


RAVINDER DHILLON

Affix
Seal

This is **Exhibit "Z"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
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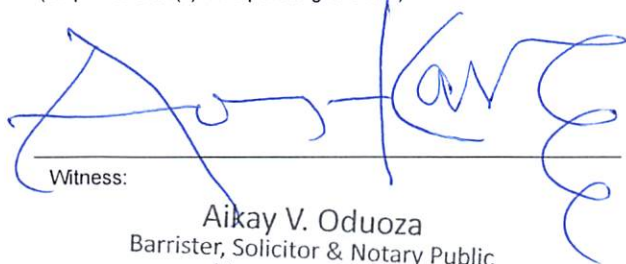
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11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
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15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)

GOSHU PRODUCTS/SERVICES INC. by its authorized signatory:



Witness:

Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354


Per: KAVINDER DHILLON

Affix
Seal

This is **Exhibit "AA"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

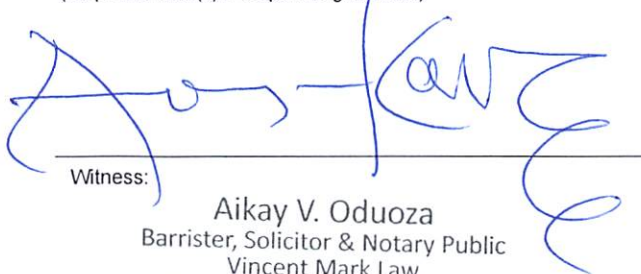
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11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia, this 16 day of MAY, 2024.

MUANALYSIS INC. by its authorized signatory:

(corporate seal(s) if corporate guarantor)

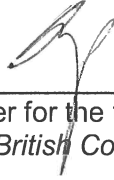

Witness:

Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354


Per: KAVINDER DHILLON

Affix
Seal

This is **Exhibit "BB"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of LABTEST CERTIFICATION ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
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3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
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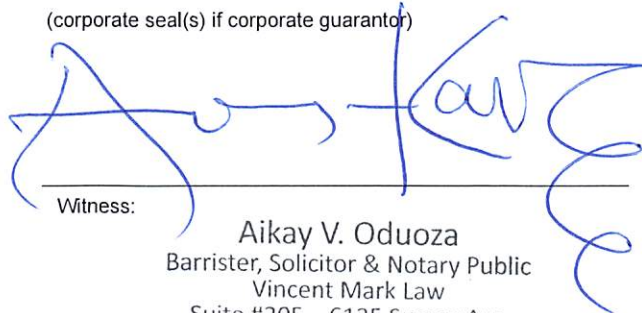
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10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
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13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
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15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia, this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)



Witness:

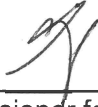
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Barrister, Solicitor & Notary Public
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Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354



KAVINDER SINGH DHILLON

Affix
Seal

This is **Exhibit "CC"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

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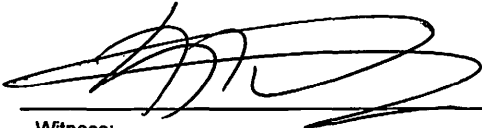
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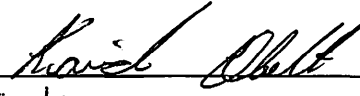
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17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 31 day of July, 20 24

(corporate seal(s) if corporate guarantor)

2842878 ONTARIO INC. by its authorized signatory:


Witness:


Per: Karinder Dhiller Affix
Seal

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

This is **Exhibit "DD"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of GOSHU PRODUCTS/SERVICES INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of



arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

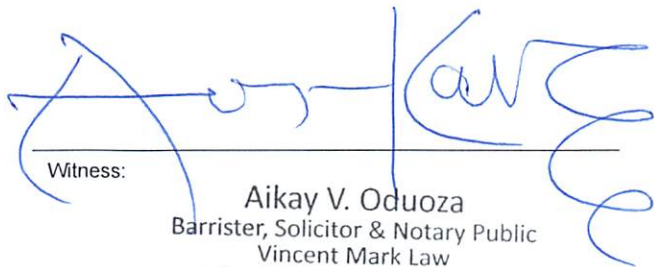


16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia, this 16 day of MAY, 2024

(corporate seal(s) if corporate guarantor)

LABTEST CERTIFICATION INC. by its authorized signatory:


 Witness: _____

Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 – 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T:778-379-9353 F:778-379-9354


 Per: KAVINDER DHILLON

Affix
 Seal



This is **Exhibit "EE"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

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3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
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arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

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12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
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14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

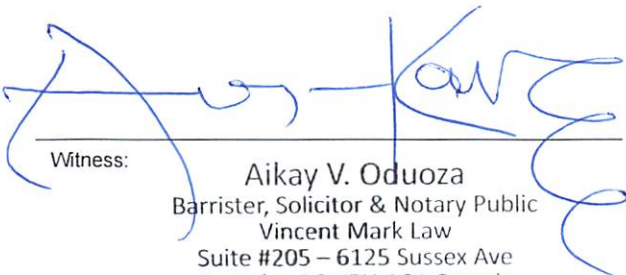
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GIVEN under seal at BURNABY, British Columbia this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)

LABTEST CERTIFICATION ONTARIO INC. by its authorized signatory:

Witness:


Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354

Per:


RAVINDER DHILLON

Affix
Seal

This is **Exhibit "FF"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

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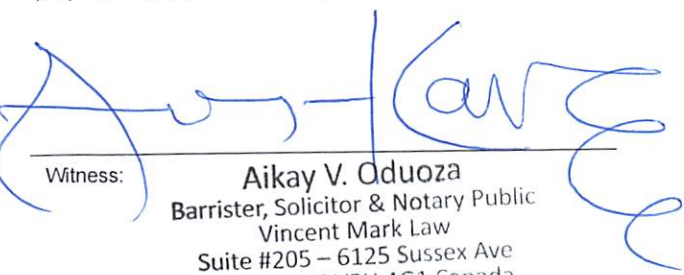
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(corporate seal(s) if corporate guarantor)

MUANALYSIS INC. by its authorized signatory:

Witness:


Aikay V. Oduoza
Barrister, Solicitor & Notary Public
Vincent Mark Law
Suite #205 – 6125 Sussex Ave
Burnaby, BC V5H 4G1 Canada
T:778-379-9353 F:778-379-9354

Per:


KAVINDER DHILLON

Affix
Seal

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_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

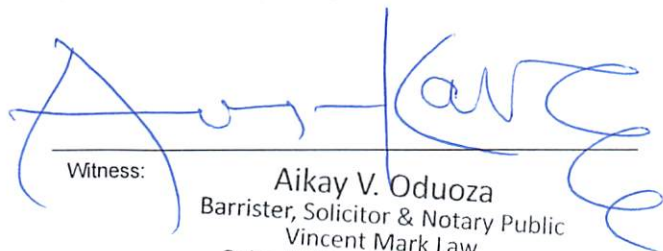
arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at BURNABY, British Columbia, this 16 day of MAY, 2024.

(corporate seal(s) if corporate guarantor)


 Witness: Aikay V. Oduoza
 Barrister, Solicitor & Notary Public
 Vincent Mark Law
 Suite #205 – 6125 Sussex Ave
 Burnaby, BC V5H 4G1 Canada
 T:778-379-9353 F:778-379-9354


 KAVINDER SINGH DHILLON

Affix
Seal

This is **Exhibit “HH”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of GOSHU PRODUCTS/SERVICES INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

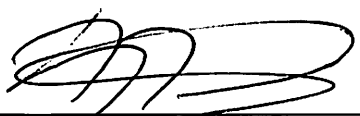
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

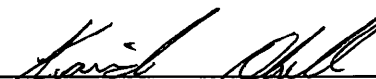
GIVEN under seal at Surrey, British Columbia, this 31 day of July, 2024

(corporate seal(s) if corporate guarantor)

2842878 ONTARIO INC. by its authorized signatory:



 Witness:



 Per: Karinder Dhaliwal

Affix
Seal

SATINDER DHALIWAL
 Barrister & Solicitor
 McQUARRIE HUNTER LLP
 Suite 1500, 13450 - 102 Avenue
 Surrey, BC V3T 5X3
 604.581.7001

This is **Exhibit "II"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2842878 ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
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INITIAL


arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

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11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
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13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
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15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

INITIAL


16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia, this 31 day of July, 20 21.

(corporate seal(s) if corporate guarantor)

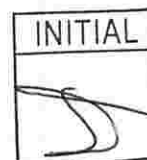
LABTEST CERTIFICATION INC. by its authorized signatory:

Witness:

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

PER:

Kavinder Dhillon



This is **Exhibit "JJ"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2842878 ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

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arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

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16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 31 day of July, 2021.

(corporate seal(s) if corporate guarantor)

LABTEST CERTIFICATION ONTARIO INC. by its authorized signatory:


Witness:


PER: Karinder Dhalla



SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001



This is **Exhibit "KK"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2842878 ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

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arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

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16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 31 day of July, 2024.

(corporate seal(s) if corporate guarantor)

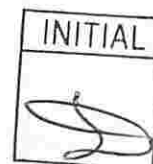
GOSHU PRODUCTS/SERVICES INC. by its authorized signatory:

Witness:

PER:

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

Kavinder Dhillon
Kavinder Dhillon



This is **Exhibit "LL"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2842878 ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

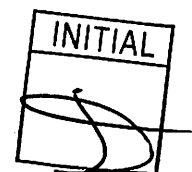
1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
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6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
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9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

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10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

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16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 31 day of July, 2024.

(corporate seal(s) if corporate guarantor)

MUANALYSIS INC. by its authorized signatory:

Witness:

PER:

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

Kavinder Dhillo
Kavinder Dhillo



This is **Exhibit "MM"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 2842878 ONTARIO INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

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arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

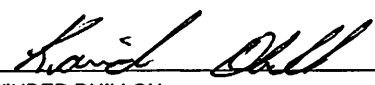
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16. This instrument shall be construed in accordance with the laws of British Columbia, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Surrey, British Columbia this 21 day of July, 2024

(corporate seal(s) if corporate guarantor)

Witness: 


KAVINDER DHILLON

Affix
Seal

SATINDER DHALIWAL
Barrister & Solicitor
McQUARRIE HUNTER LLP
Suite 1500, 13450 - 102 Avenue
Surrey, BC V3T 5X3
604.581.7001

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This is **Exhibit "NN"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: LABTEST CERTIFICATION ONTARIO INC. ("Creditor")
- and -
LABTEST CERTIFICATION INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

LABTEST CERTIFICATION ONTARIO INC.

CORPORATION:

LABTEST CERTIFICATION INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "OO"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: MUANALYSIS INC. ("Creditor")
 - and -
LABTEST CERTIFICATION INC. ("Corporation")
 - and -
 CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

MUANALYSIS INC.

CORPORATION:

LABTEST CERTIFICATION INC.

PER:

Kavil Dhillon
KAVINDER DHILLON

(SEAL)

PER:

Kavil Dhillon
KAVINDER DHILLON

(SEAL)

This is **Exhibit "PP"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMSTHIS AGREEMENT made this 16 day of MAY, 2024

AMONG: GOSHU PRODUCTS/SERVICES INC. ("Creditor")
- and -
LABTEST CERTIFICATION INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

GOSHU PRODUCTS/SERVICES INC.

CORPORATION:

LABTEST CERTIFICATION INC.

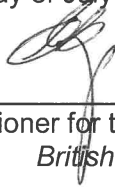
PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "QQ"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: KAVINDER SINGH DHILLON ("Creditor")
- and -
LABTEST CERTIFICATION INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024

CREDITOR:

KAVINDER SINGH DHILLON

CORPORATION:

LABTEST CERTIFICATION INC.

PER:

Kavil Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavil Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "RR"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMSTHIS AGREEMENT made this 16 day of MAY, 2024.

AMONG: LABTEST CERTIFICATION INC. ("Creditor")
- and -
LABTEST CERTIFICATION ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

LABTEST CERTIFICATION INC.

PER: Kavinder Dhillon (SEAL)

KAVINDER DHILLON

CORPORATION:

LABTEST CERTIFICATION ONTARIO INC.

PER: Kavinder Dhillon (SEAL)

KAVINDER DHILLON

This is **Exhibit "SS"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMSTHIS AGREEMENT made this 16 day of MAY, 2024

AMONG: MUANALYSIS INC. ("Creditor")
- and -
LABTEST CERTIFICATION ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

MUANALYSIS INC.

CORPORATION:

LABTEST CERTIFICATION ONTARIO INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "TT"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: GOSHU PRODUCTS/SERVICES INC. ("Creditor")
- and -
LABTEST CERTIFICATION ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

GOSHU PRODUCTS/SERVICES INC.

CORPORATION:

LABTEST CERTIFICATION ONTARIO INC.

PER: Kavinder Dhillon (SEAL)

KAVINDER DHILLON

PER: Kavinder Dhillon (SEAL)

KAVINDER DHILLON

This is **Exhibit "UU"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024.

AMONG: KAVINDER SINGH DHILLON ("Creditor")
- and -
LABTEST CERTIFICATION ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

KAVINDER SINGH DHILLON

CORPORATION:

LABTEST CERTIFICATION ONTARIO INC.

PER:

Kavil Dhill (SEAL)
KAVINDER DHILLON

PER:

Kavil Dhill (SEAL)
KAVINDER DHILLON

This is **Exhibit "VV"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024.

AMONG: LABTEST CERTIFICATION INC. ("Creditor")
- and -
GOSHU PRODUCTS/SERVICES INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

LABTEST CERTIFICATION INC.

CORPORATION:

GOSHU PRODUCTS/SERVICES INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "WW"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: LABTEST CERTIFICATION ONTARIO INC. ("Creditor")
 - and -
GOSHU PRODUCTS/SERVICES INC. ("Corporation")
 - and -
 CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024

CREDITOR:

LABTEST CERTIFICATION ONTARIO INC.

CORPORATION:

GOSHU PRODUCTS/SERVICES INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "XX"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024

AMONG: MUANALYSIS INC. ("Creditor")
- and -
GOSHU PRODUCTS/SERVICES INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024.

CREDITOR:

MUANALYSIS INC.

CORPORATION:

GOSHU PRODUCTS/SERVICES INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit “YY”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 16 day of MAY, 2024.

AMONG: KAVINDER SINGH DHILLON ("Creditor")
- and -
GOSHU PRODUCTS/SERVICES INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 16 day of MAY, 2024

CREDITOR:

KAVINDER SINGH DHILLON

CORPORATION:

GOSHU PRODUCTS/SERVICES INC.

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

PER:

Kavinder Dhillon (SEAL)
KAVINDER DHILLON

This is **Exhibit "ZZ"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, consisting of a stylized 'J' and 'A'.

A Commissioner for the taking of Affidavits for
British Columbia



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 31 day of July, 2021.

AMONG: LABTEST CERTIFICATION INC. ("Creditor")
- and -
2842878 ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 31 day of July, 2024.

CREDITOR:

LABTEST CERTIFICATION INC.

CORPORATION:

2842878 ONTARIO INC.

PER:

Kavinder Dhillon
Kavinder Dhillon

(SEAL)

PER:

Kavinder Dhillon
Kavinder Dhillon

(SEAL)

This is **Exhibit “AAA”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 31 day of July, 2021.

AMONG: LABTEST CERTIFICATION ONTARIO INC. ("Creditor")
- and -
2842878 ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 31 day of July, 2021.

CREDITOR:

LABTEST CERTIFICATION ONTARIO INC.

CORPORATION:

2842878 ONTARIO INC.

PER:

Kavinder Dhillon

(SEAL)

Kavinder Dhillon

PER:

Kavinder Dhillon

(SEAL)

Kavinder Dhillon

This is **Exhibit "BBB"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 31 day of July, 2024

AMONG: MUANALYSIS INC. ("Creditor")
- and -
2842878 ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 31 day of July, 2021.

CREDITOR:

MUANALYSIS INC.

CORPORATION:

2842878 ONTARIO INC.

PER:

Kavinder Dhillon

(SEAL)

Kavinder Dhillon

PER:

Kavinder Dhillon

(SEAL)

Kavinder Dhillon

This is **Exhibit "CCC"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 31 day of July, 2021.

AMONG: GOSHU PRODUCTS/SERVICES INC. ("Creditor")
- and -
2842878 ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 31 day of July, 2024.

CREDITOR:

GOSHU PRODUCTS/SERVICES INC.

CORPORATION:

2842878 ONTARIO INC.

PER:

Kaish Dhillon (SEAL)
Kaish Dhillon

PER:

Kaish Dhillon (SEAL)
Kaish Dhillon

This is **Exhibit "DDD"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 31 day of July, 2024

AMONG: KAVINDER DHILLON ("Creditor")
- and -
2842878 ONTARIO INC. ("Corporation")
- and -
CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 31 day of July, 2024.

CREDITOR:

KAVINDER DHILLON

CORPORATION:

2842878 ONTARIO INC.

PER:

Kavinder Dhillon (SEAL)
Kavinder Dhillon

PER:

Kavinder Dhillon (SEAL)
Kavinder Dhillon

This is **Exhibit “EEE”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$ 340000

493
2026-06-29, 09:06:13
Requestor: Taylor Wray

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CA1545882

BV160110

Application Received

2010-04-30

Application Entered

2010-05-10

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

GOSHU PRODUCTS/SERVICES INC., INC.NO. BC0648236
3133 20800 WESTMINSTER HWY
RICHMOND, BC
V6V 2W3

Taxation Authority

Richmond, City of

Description of Land

Parcel Identifier:

023-197-234

Legal Description:

STRATA LOT 51 SECTION 9 BLOCK 4 NORTH RANGE 4 WEST NEW WESTMINSTER
DISTRICT STRATA PLAN LMS2129
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

Legal Notations

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216

Charges, Liens and Interests

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

BH344538

Registration Date and Time:

1994-09-21 14:35

Registered Owner:

CITY OF RICHMOND

Remarks:

INTER ALIA
PLAN LMP19116

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$ 340000

494

2026-06-29, 09:06:13

Requestor: Taylor Wray

Nature: COVENANT
Registration Number: BH344539
Registration Date and Time: 1994-09-21 14:36
Registered Owner: CITY OF RICHMOND
Remarks: INTER ALIA
SECTION 215 L.T.A.

Nature: COVENANT
Registration Number: BH344541
Registration Date and Time: 1994-09-21 14:36
Registered Owner: CITY OF RICHMOND
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
Remarks: INTER ALIA
SECTION 215 L.T.A.

Nature: MORTGAGE
Registration Number: CA1546062
Registration Date and Time: 2010-04-30 14:51
Registered Owner: FIRST WEST CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA3729678
Cancelled Date: 2014-05-16

Nature: ASSIGNMENT OF RENTS
Registration Number: CA1546063
Registration Date and Time: 2010-04-30 14:51
Registered Owner: FIRST WEST CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA3729679
Cancelled Date: 2014-05-16

Nature: MORTGAGE
Registration Number: CA3718335
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130772
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$ 340000

495

2026-06-29, 09:06:13

Requestor: Taylor Wray

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3718336
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130773
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

Nature: MODIFICATION
Registration Number: CA4130772
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718335
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

Nature: MODIFICATION
Registration Number: CA4130773
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718336
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

Nature: MORTGAGE
Registration Number: CA4968822
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727393
Cancelled Date: 2018-04-10

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4968823
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727394
Cancelled Date: 2018-04-10

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$ 340000

496
2026-06-29, 09:06:13
Requestor: Taylor Wray

Nature: MORTGAGE
Registration Number: CA6712638
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297877
Cancelled Date: 2024-05-03

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6712639
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297878
Cancelled Date: 2024-05-03

Nature: MORTGAGE
Registration Number: CB287229
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120229
Cancelled Date: 2024-01-16

Nature: ASSIGNMENT OF RENTS
Registration Number: CB287230
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120230
Cancelled Date: 2024-01-16

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB1036
Registration Date and Time: 2023-06-21 10:33
Registered Owner: LIGHTWORKS INDUSTRIES LTD.
INCORPORATION NO. BC0968775
Remarks: INTER ALIA
Cancelled By: BB1550355
Cancelled Date: 2023-07-31

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$ 340000

497

2026-06-29, 09:06:13

Requestor: Taylor Wray

Nature: MORTGAGE
Registration Number: CB1115801
Registration Date and Time: 2024-01-12 12:42
Registered Owner: MORTEQ LENDING CORP.
INCORPORATION NO. BC0774809
Remarks: INTER ALIA
Cancelled By: CB1344628
Cancelled Date: 2024-05-30

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1115802
Registration Date and Time: 2024-01-12 12:42
Registered Owner: MORTEQ LENDING CORP.
INCORPORATION NO. BC0774809
Remarks: INTER ALIA
Cancelled By: CB1344629
Cancelled Date: 2024-05-30

Nature: MORTGAGE
Registration Number: CB1328411
Registration Date and Time: 2024-05-23 11:12
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1328412
Registration Date and Time: 2024-05-23 11:12
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Nature: STRATA PROPERTY ACT LIEN
Registration Number: CB1960729
Registration Date and Time: 2025-04-01 15:18
Registered Owner: THE OWNERS, STRATA PLAN LMS2129
Cancelled By: CB2163635
Cancelled Date: 2025-07-09

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections

BB1468173 2010-05-10 11:48:00 TITLE OWNER ADDRESS CORRECTED

PARCEL IDENTIFIER (PID): 023-197-234

SHORT LEGAL DESCRIPTION:S/LMS2129/////51

MARG:

TAXATION AUTHORITY:

1 Richmond, City of

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 51 SECTION 9 BLOCK 4 NORTH RANGE 4 WEST NEW WESTMINSTER

DISTRICT STRATA PLAN LMS2129

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

PLAN LMP19116

STRATA PLAN LMS2129

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

499
2026-06-29, 09:06:15
Requestor: Taylor Wray

CURRENT AND CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA3718218 CA3444737
Application Received	2014-05-09
Application Entered	2014-05-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	GOSHU PRODUCTS/SERVICES INC., INC.NO. BC0648236 3133 20800 WESTMINSTER HIGHWAY RICHMOND, BC V6V 2W3
Taxation Authority	Delta, The City of
Description of Land Parcel Identifier: Legal Description:	029-205-522 STRATA LOT 4 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 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	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.2.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	STATUTORY RIGHT-OF-WAY R53085 1979-06-12 14:34 THE CORPORATION OF DELTA INTER ALIA PART FORMERLY LOT 2 PLAN 826

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

500
2026-06-29, 09:06:15
Requestor: Taylor Wray

Nature: COVENANT
Registration Number: BB1211869
Registration Date and Time: 2009-09-17 14:17
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA
MODIFIED BY BB1160811
MODIFIED BY BB1672865

Nature: COVENANT
Registration Number: BB1211870
Registration Date and Time: 2009-09-17 14:17
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211871
Registration Date and Time: 2009-09-17 14:18
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211896
Registration Date and Time: 2009-09-17 14:23
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: BB1160811
Registration Date and Time: 2010-06-14 13:34
Remarks: INTER ALIA
MODIFICATION OF BB1211869

Nature: MORTGAGE
Registration Number: CA2128215
Registration Date and Time: 2011-08-02 15:54
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA
Cancelled By: CA3886126
Cancelled Date: 2014-08-06

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

501
2026-06-29, 09:06:15
Requestor: Taylor Wray

Nature: ASSIGNMENT OF RENTS
Registration Number: CA2128216
Registration Date and Time: 2011-08-02 15:54
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA
Cancelled By: CA3886127
Cancelled Date: 2014-08-06

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008168
Registration Date and Time: 2013-05-29 12:40
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008169
Registration Date and Time: 2013-05-29 12:40
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CA3718335
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130772
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3718336
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130773
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

502
2026-06-29, 09:06:15
Requestor: Taylor Wray

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CA4039708
Registration Date and Time: 2014-10-24 15:23
Registered Owner: SEYLER'S ELECTRIC LTD.
INCORPORATION NO. BC0705896
Remarks: INTER ALIA
Cancelled By: CA4219350
Cancelled Date: 2015-02-04

Nature: MODIFICATION
Registration Number: CA4130772
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718335
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

Nature: MODIFICATION
Registration Number: CA4130773
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718336
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

Nature: MORTGAGE
Registration Number: CA4968822
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727393
Cancelled Date: 2018-04-10

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4968823
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727394
Cancelled Date: 2018-04-10

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

503
2026-06-29, 09:06:15
Requestor: Taylor Wray

Nature: MORTGAGE
Registration Number: CA6712638
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297877
Cancelled Date: 2024-05-03

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6712639
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297878
Cancelled Date: 2024-05-03

Nature: MORTGAGE
Registration Number: CB287229
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120229
Cancelled Date: 2024-01-16

Nature: ASSIGNMENT OF RENTS
Registration Number: CB287230
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120230
Cancelled Date: 2024-01-16

Nature: MORTGAGE
Registration Number: CB1115801
Registration Date and Time: 2024-01-12 12:42
Registered Owner: MORTEQ LENDING CORP.
INCORPORATION NO. BC0774809
Remarks: INTER ALIA
Cancelled By: CB1344628
Cancelled Date: 2024-05-30

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$1195000

504
2026-06-29, 09:06:15
Requestor: Taylor Wray

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1115802
Registration Date and Time:	2024-01-12 12:42
Registered Owner:	MORTEQ LENDING CORP. INCORPORATION NO. BC0774809
Remarks:	INTER ALIA
Cancelled By:	CB1344629
Cancelled Date:	2024-05-30

Nature:	MORTGAGE
Registration Number:	CB1328411
Registration Date and Time:	2024-05-23 11:12
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1328412
Registration Date and Time:	2024-05-23 11:12
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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Corrections	NONE
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PARCEL IDENTIFIER (PID): 029-205-522

SHORT LEGAL DESCRIPTION:S/EPS1707/////4

MARG:

TAXATION AUTHORITY:

1 Delta, The City of

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 4 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS1707

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

STRATA PLAN EPS1707

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

TITLE SEARCH PRINT

File Reference: 30237/429

506
2026-06-29, 09:06:16
Requestor: Taylor Wray

CURRENT AND CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA3718219 CA3444738
Application Received	2014-05-09
Application Entered	2014-05-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	GOSHU PRODUCTS/SERVICES INC., INC.NO. BC0648236 3133 20800 WESTMINSTER HIGHWAY RICHMOND, BC V6V 2W3
Taxation Authority	Delta, The City of
Description of Land Parcel Identifier: Legal Description:	029-205-531 STRATA LOT 5 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 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	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.2.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	STATUTORY RIGHT-OF-WAY R53085 1979-06-12 14:34 THE CORPORATION OF DELTA INTER ALIA PART FORMERLY LOT 2 PLAN 826

TITLE SEARCH PRINT

File Reference: 30237/429

507
2026-06-29, 09:06:16
Requestor: Taylor Wray

Nature: COVENANT
Registration Number: BB1211869
Registration Date and Time: 2009-09-17 14:17
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA
MODIFIED BY BB1160811
MODIFIED BY BB1672865

Nature: COVENANT
Registration Number: BB1211870
Registration Date and Time: 2009-09-17 14:17
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211871
Registration Date and Time: 2009-09-17 14:18
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211896
Registration Date and Time: 2009-09-17 14:23
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: BB1160811
Registration Date and Time: 2010-06-14 13:34
Remarks: INTER ALIA
MODIFICATION OF BB1211869

Nature: MORTGAGE
Registration Number: CA2128215
Registration Date and Time: 2011-08-02 15:54
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA
Cancelled By: CA3886126
Cancelled Date: 2014-08-06

Nature: ASSIGNMENT OF RENTS
Registration Number: CA2128216
Registration Date and Time: 2011-08-02 15:54
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA
Cancelled By: CA3886127
Cancelled Date: 2014-08-06

TITLE SEARCH PRINT

File Reference: 30237/429

508
2026-06-29, 09:06:16
Requestor: Taylor Wray

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008168
Registration Date and Time: 2013-05-29 12:40
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008169
Registration Date and Time: 2013-05-29 12:40
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CA3718335
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130772
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3718336
Registration Date and Time: 2014-05-09 15:28
Registered Owner: CTBC BANK CORP. (CANADA)
Remarks: INTER ALIA
MODIFIED BY CA4130773
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CA4039708
Registration Date and Time: 2014-10-24 15:23
Registered Owner: SEYLER'S ELECTRIC LTD.
INCORPORATION NO. BC0705896
Remarks: INTER ALIA
Cancelled By: CA4219350
Cancelled Date: 2015-02-04

Nature: MODIFICATION
Registration Number: CA4130772
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718335
Cancelled By: CA5028880
Cancelled Date: 2016-03-07

TITLE SEARCH PRINT

File Reference: 30237/429

509
2026-06-29, 09:06:16
Requestor: Taylor Wray

Nature: MODIFICATION
Registration Number: CA4130773
Registration Date and Time: 2014-12-10 16:53
Remarks: INTER ALIA
MODIFICATION OF CA3718336
Cancelled By: CA5028881
Cancelled Date: 2016-03-07

Nature: MORTGAGE
Registration Number: CA4968822
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727393
Cancelled Date: 2018-04-10

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4968823
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727394
Cancelled Date: 2018-04-10

Nature: MORTGAGE
Registration Number: CA6712638
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297877
Cancelled Date: 2024-05-03

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6712639
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297878
Cancelled Date: 2024-05-03

Nature: MORTGAGE
Registration Number: CB287229
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120229
Cancelled Date: 2024-01-16

TITLE SEARCH PRINT

File Reference: 30237/429

510
2026-06-29, 09:06:16
Requestor: Taylor Wray

Nature: ASSIGNMENT OF RENTS
Registration Number: CB287230
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219

Remarks: INTER ALIA
Cancelled By: CB1120230
Cancelled Date: 2024-01-16

Nature: MORTGAGE
Registration Number: CB1115801
Registration Date and Time: 2024-01-12 12:42
Registered Owner: MORTEQ LENDING CORP.
INCORPORATION NO. BC0774809

Remarks: INTER ALIA
Cancelled By: CB1344628
Cancelled Date: 2024-05-30

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1115802
Registration Date and Time: 2024-01-12 12:42
Registered Owner: MORTEQ LENDING CORP.
INCORPORATION NO. BC0774809

Remarks: INTER ALIA
Cancelled By: CB1344629
Cancelled Date: 2024-05-30

Nature: MORTGAGE
Registration Number: CB1328411
Registration Date and Time: 2024-05-23 11:12
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB1328412
Registration Date and Time: 2024-05-23 11:12
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Corrections NONE

PARCEL IDENTIFIER (PID): 029-205-531

SHORT LEGAL DESCRIPTION:S/EPS1707/////5

MARG:

TAXATION AUTHORITY:

1 Delta, The City of

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 5 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS1707

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

STRATA PLAN EPS1707

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$593488

512
2026-06-29, 09:06:14
Requestor: Taylor Wray

CURRENT AND CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA4968715 CA3444736
Application Received	2016-02-03
Application Entered	2016-02-16
Registered Owner in Fee Simple Registered Owner/Mailing Address:	GOSHU PRODUCTS/SERVICES INC., INC.NO. BC0648236 3133-20800 WESTMINSTER HWY RICHMOND, BC V6V 2W3
Taxation Authority	Delta, The City of
Description of Land Parcel Identifier: Legal Description:	029-205-514 STRATA LOT 3 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 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	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.2.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	COVENANT BB1211869 2009-09-17 14:17 THE CORPORATION OF DELTA INTER ALIA MODIFIED BY BB1160811 MODIFIED BY BB1672865

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$593488

513
2026-06-29, 09:06:14
Requestor: Taylor Wray

Nature: COVENANT
Registration Number: BB1211870
Registration Date and Time: 2009-09-17 14:17
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211871
Registration Date and Time: 2009-09-17 14:18
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1211896
Registration Date and Time: 2009-09-17 14:23
Registered Owner: THE CORPORATION OF DELTA
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: BB1160811
Registration Date and Time: 2010-06-14 13:34
Remarks: INTER ALIA
MODIFICATION OF BB1211869

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008168
Registration Date and Time: 2013-05-29 12:40
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB3008169
Registration Date and Time: 2013-05-29 12:40
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CA4968822
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727393
Cancelled Date: 2018-04-10

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$593488

514
2026-06-29, 09:06:14
Requestor: Taylor Wray

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4968823
Registration Date and Time: 2016-02-03 13:15
Registered Owner: COAST CAPITAL SAVINGS CREDIT UNION
Remarks: INTER ALIA
Cancelled By: CA6727394
Cancelled Date: 2018-04-10

Nature: MORTGAGE
Registration Number: CA6712638
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297877
Cancelled Date: 2024-05-03

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6712639
Registration Date and Time: 2018-04-03 12:15
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA
Cancelled By: CB1297878
Cancelled Date: 2024-05-03

Nature: MORTGAGE
Registration Number: CB287229
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120229
Cancelled Date: 2024-01-16

Nature: ASSIGNMENT OF RENTS
Registration Number: CB287230
Registration Date and Time: 2022-10-18 09:11
Registered Owner: KARDAK HOLDINGS LTD.
INCORPORATION NO. BC1285219
Remarks: INTER ALIA
Cancelled By: CB1120230
Cancelled Date: 2024-01-16

TITLE SEARCH PRINT

File Reference: 30237/429

Declared Value \$593488

515
2026-06-29, 09:06:14
Requestor: Taylor Wray

Nature:	MORTGAGE
Registration Number:	CB1115801
Registration Date and Time:	2024-01-12 12:42
Registered Owner:	MORTEQ LENDING CORP. INCORPORATION NO. BC0774809
Remarks:	INTER ALIA
Cancelled By:	CB1344628
Cancelled Date:	2024-05-30

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1115802
Registration Date and Time:	2024-01-12 12:42
Registered Owner:	MORTEQ LENDING CORP. INCORPORATION NO. BC0774809
Remarks:	INTER ALIA
Cancelled By:	CB1344629
Cancelled Date:	2024-05-30

Nature:	MORTGAGE
Registration Number:	CB1328411
Registration Date and Time:	2024-05-23 11:12
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1328412
Registration Date and Time:	2024-05-23 11:12
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA

Duplicate Infeasible Title	NONE OUTSTANDING
-----------------------------------	------------------

Transfers	NONE
------------------	------

Pending Applications	NONE
-----------------------------	------

Corrections	NONE
--------------------	------

PARCEL IDENTIFIER (PID): 029-205-514

SHORT LEGAL DESCRIPTION:S/EPS1707/////3

MARG:

TAXATION AUTHORITY:

1 Delta, The City of

FULL LEGAL DESCRIPTION: CURRENT

STRATA LOT 3 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS1707

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

MISCELLANEOUS NOTES:

ASSOCIATED PLAN NUMBERS:

STRATA PLAN EPS1707

AFB/IFB: MN: N PE: 0 SL: 1 TI: 1

This is **Exhibit “FFF”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J'.

A Commissioner for the taking of Affidavits for
British Columbia

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL BLOCK 2-10, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 7 AND 63 , 20R9192 ; S/T H396401 ; S/T H395923 OAKVILLE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/02/26

OWNERS' NAMESCAPACITY SHARE
2842878 ONTARIO INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/02/26 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/02/26						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
H395680	1989/03/08	NOTICE			THE REGIONAL MUNICIPALITY OF HALTON	C
20R9191	1989/03/08	PLAN REFERENCE				C
20R9192	1989/03/08	PLAN REFERENCE				C
H395917	1989/03/10	NOTICE			THE CORPORATION OF THE TOWN OF OAKVILLE	C
H395923	1989/03/10	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF OAKVILLE	C
H396059	1989/03/10	BYLAW EX PART LOT				C
HR1669090	2019/11/29	BYLAW		THE CORPORATION OF THE TOWN OF OAKVILLE		C
	REMARKS: BYLAW	2012-037 TO REPEAL BYLAWS THAT EXEMPTED		CERTAIN LANDS FROM PART LOT CONTROL BETWEEN 1988 AND 1994		
HR1832769	2021/09/29	TRANSFER	\$9,207,000	1925105 ONTARIO LIMITED	2842878 ONTARIO INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
HR2050028	2024/08/07	CHARGE	\$12,000,000	2842878 ONTARIO INC.	CANADIAN WESTERN BANK	C
HR2050029	2024/08/07	NO ASSGN RENT GEN		2842878 ONTARIO INC.	CANADIAN WESTERN BANK	C
	REMARKS: CHARGE	HR2050028				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL BLOCK 2-11, SEC 20M492 ; PT BLK 2, PL 20M492 , PART 8 AND 64 , 20R9192 ; S/T H396405 ; S/T H395923 OAKVILLE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/02/26

OWNERS' NAMES
2842878 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1996/02/26 ON THIS PIN			
WAS REPLACED WITH THE		"PIN CREATION DATE" OF 1996/02/26				
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
H395680	1989/03/08	NOTICE			THE REGIONAL MUNICIPALITY OF HALTON	C
20R9192	1989/03/08	PLAN REFERENCE				C
H395917	1989/03/10	NOTICE			THE CORPORATION OF THE TOWN OF OAKVILLE	C
H395923	1989/03/10	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF OAKVILLE	C
H396059	1989/03/10	BYLAW EX PART LOT				C
H444021	1990/05/17	NOTICE			THE CORPORATION OF THE TOWN OF OAKVILLE	C
HR1669090	2019/11/29	BYLAW		THE CORPORATION OF THE TOWN OF OAKVILLE		C
	REMARKS: BYLAW	2012-037 TO REPEAL BYLAWS THAT EXEMPTED	CERTAIN LANDS FROM PART LOT CONTROL BETWEEN 1988 AND 1994			
HR1832769	2021/09/29	TRANSFER	\$9,207,000	1925105 ONTARIO LIMITED	2842878 ONTARIO INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
HR2050028	2024/08/07	CHARGE	\$12,000,000	2842878 ONTARIO INC.	CANADIAN WESTERN BANK	C
HR2050029	2024/08/07	NO ASSGN RENT GEN		2842878 ONTARIO INC.	CANADIAN WESTERN BANK	C
	REMARKS: CHARGE	HR2050028				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit "GGG"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LABTEST CERTIFICATION INC."

Search Date and Time: June 25, 2026 at 3:39:48 pm Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 30237/492

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 12

	Base Registration	Base Registration Date	Debtor Name	Page
1	378106Q	May 14, 2024	* LABTEST CERTIFICATION INC.	2
2	378136Q	May 14, 2024	* LABTEST CERTIFICATION INC.	4
3	378164Q	May 14, 2024	* LABTEST CERTIFICATION INC.	7
4	549265Q	August 2, 2024	* LABTEST CERTIFICATION INC.	10

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378106Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:07:04 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:39:48 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada**Debtor Information****LABTEST CERTIFICATION INC.****Address**205-8291 92 ST
DELTA BC
V4G 0A4 Canada**Vehicle Collateral**

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

GENERAL SECURITY AGREEMENT:

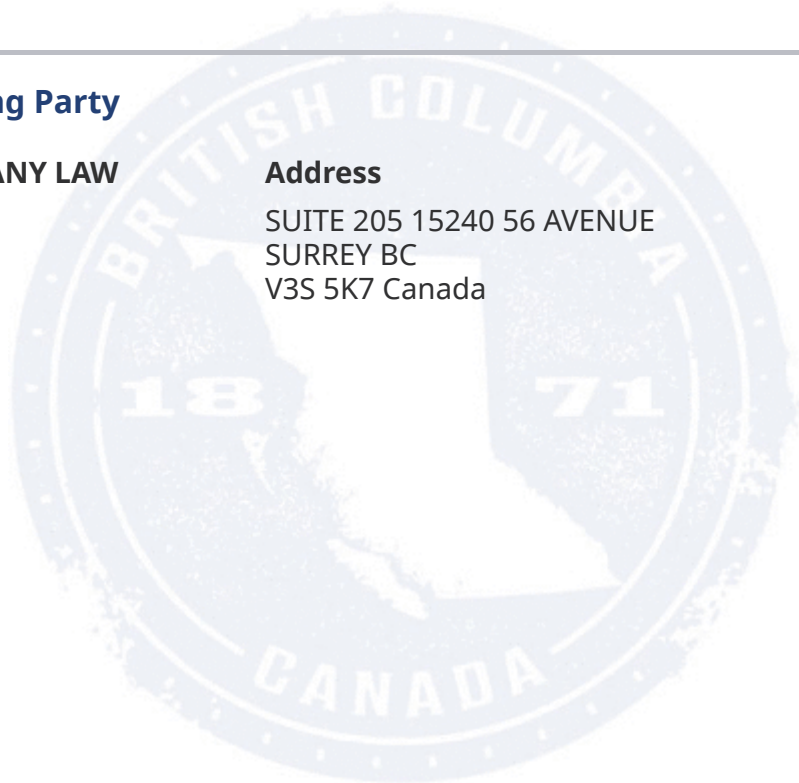
ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378136Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:18:25 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:39:48 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

LABTEST CERTIFICATION INC.**Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.**Address**

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:**ASSIGNMENT AND POSTPONEMENT:**

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF GOSHU PRODUCTS/SERVICES INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378164Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:26:46 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:39:48 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**

103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

LABTEST CERTIFICATION INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

GOSHU PRODUCTS/SERVICES INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

MUANALYSIS INC.

Address

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH

Address

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION ONTARIO INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 549265Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 2, 2024 at 8:48:47 am Pacific time
Current Expiry Date and Time:	August 2, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:39:48 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**

103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**GOSHU PRODUCTS/SERVICES INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION INC.**Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.**Address**

800-150 YORK ST
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

500-2301 ST. LAURENT BLVD
OTTAWA ON
K1G 4J7 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

September 1, 1968

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF 2842878 ONTARIO INC. TO THE DEBTOR(S),
INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



This is **Exhibit “HHH”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J', positioned above a horizontal line.

A Commissioner for the taking of Affidavits for
British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LABTEST CERTIFICATION ONTARIO INC."

Search Date and Time: June 25, 2026 at 3:40:36 pm Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 30237/492

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 9

	Base Registration	Base Registration Date	Debtor Name	Page
1	378119Q	May 14, 2024	* LABTEST CERTIFICATION ONTARIO INC.	2
2	378136Q	May 14, 2024	* LABTEST CERTIFICATION ONTARIO INC.	4
3	378151Q	May 14, 2024	* LABTEST CERTIFICATION ONTARIO INC.	7

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378119Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:10:15 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:40:36 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada**Debtor Information****LABTEST CERTIFICATION ONTARIO
INC.****Address**SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada**Vehicle Collateral**

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

GENERAL SECURITY AGREEMENT:

ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378136Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:18:25 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:40:36 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

LABTEST CERTIFICATION INC.**Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.**Address**

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:**ASSIGNMENT AND POSTPONEMENT:**

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF GOSHU PRODUCTS/SERVICES INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378151Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:22:48 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:40:36 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**GOSHU PRODUCTS/SERVICES INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

**LABTEST CERTIFICATION ONTARIO
INC.****Address**

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION INC. TO THE DEBTOR(S),
INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



This is **Exhibit "III"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "MUANALYSIS INC."

Search Date and Time: June 25, 2026 at 3:48:16 pm Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 30237/492

TABLE OF CONTENTS

5 Matches in 5 Registrations in Report

Exact Matches: 5 (*)

Total Search Report Pages: 15

	Base Registration	Base Registration Date	Debtor Name	Page
1	378123Q	May 14, 2024	* MUANALYSIS INC.	2
2	378136Q	May 14, 2024	* MUANALYSIS INC.	4
3	378151Q	May 14, 2024	* MUANALYSIS INC.	7
4	378164Q	May 14, 2024	* MUANALYSIS INC.	10
5	549265Q	August 2, 2024	* MUANALYSIS INC.	13

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378123Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:12:40 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:48:16 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada**Debtor Information****MUANALYSIS INC.****Address**SUITE 500, 2301 ST LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada**Vehicle Collateral**

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

GENERAL SECURITY AGREEMENT:

ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378136Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:18:25 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:48:16 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**LABTEST CERTIFICATION INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.**Address**

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:****ASSIGNMENT AND POSTPONEMENT:**

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF GOSHU PRODUCTS/SERVICES INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378151Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:22:48 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:48:16 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

GOSHU PRODUCTS/SERVICES INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

**LABTEST CERTIFICATION ONTARIO
INC.**

Address

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.

Address

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH

Address

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378164Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:26:46 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:48:16 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**LABTEST CERTIFICATION INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

GOSHU PRODUCTS/SERVICES INC.**Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:****ASSIGNMENT AND POSTPONEMENT:**

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION ONTARIO INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 549265Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 2, 2024 at 8:48:47 am Pacific time
Current Expiry Date and Time:	August 2, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:48:16 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

GOSHU PRODUCTS/SERVICES INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.

Address

800-150 YORK ST
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.

Address

500-2301 ST. LAURENT BLVD
OTTAWA ON
K1G 4J7 Canada

DHILLON, KAVINDER SINGH

Address

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

September 1, 1968

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF 2842878 ONTARIO INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



This is **Exhibit "JJJ"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be 'Ry', is written above a horizontal line.

A Commissioner for the taking of Affidavits for
British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "GOSHU PRODUCTS/SERVICES INC."

Search Date and Time: June 25, 2026 at 3:42:03 pm Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 30237/492

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 12

	Base Registration	Base Registration Date	Debtor Name	Page
1	378102Q	May 14, 2024	* GOSHU PRODUCTS/SERVICES INC.	2
2	378151Q	May 14, 2024	* GOSHU PRODUCTS/SERVICES INC.	4
3	378164Q	May 14, 2024	* GOSHU PRODUCTS/SERVICES INC.	7
4	549265Q	August 2, 2024	* GOSHU PRODUCTS/SERVICES INC.	10

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378102Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:04:45 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:42:03 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada**Debtor Information****GOSHU PRODUCTS/SERVICES INC.****Address**205-8291 92 ST
DELTA BC
V4G 0A4 Canada**Vehicle Collateral**

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

GENERAL SECURITY AGREEMENT:

ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378151Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:22:48 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:42:03 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**GOSHU PRODUCTS/SERVICES INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

**LABTEST CERTIFICATION ONTARIO
INC.****Address**

SUITE 800, 150 YORK STREET
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:****ASSIGNMENT AND POSTPONEMENT:**

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION INC. TO THE DEBTOR(S),
INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 378164Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 14, 2024 at 2:26:46 pm Pacific time
Current Expiry Date and Time:	May 14, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:42:03 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

LABTEST CERTIFICATION INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

GOSHU PRODUCTS/SERVICES INC.

Address

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

MUANALYSIS INC.

Address

SUITE 500, 2301 ST. LAURENT
BOULEVARD
OTTAWA ON
K1G 4S8 Canada

DHILLON, KAVINDER SINGH

Address

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF LABTEST CERTIFICATION ONTARIO INC. TO THE DEBTOR(S), INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 549265Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 2, 2024 at 8:48:47 am Pacific time
Current Expiry Date and Time:	August 2, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:42:03 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**GOSHU PRODUCTS/SERVICES INC.****Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION INC.**Address**

205-8291 92 ST
DELTA BC
V4G 0A4 Canada

LABTEST CERTIFICATION ONTARIO INC.**Address**

800-150 YORK ST
TORONTO ON
M5H 3S5 Canada

MUANALYSIS INC.**Address**

500-2301 ST. LAURENT BLVD
OTTAWA ON
K1G 4J7 Canada

DHILLON, KAVINDER SINGH**Address**

17325 48 AVE
SURREY BC
V3Z 1G1 Canada

Birthdate

September 1, 1968

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ASSIGNMENT AND POSTPONEMENT:

ALL INDEBTEDNESS BOTH PRESENT AND FUTURE OF 2842878 ONTARIO INC. TO THE DEBTOR(S),
INCLUDING WITHOUT LIMITING, THE GENERALITY OF THE FOREGOING, EXISTING INDEBTEDNESS.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



This is **Exhibit “KKK”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "2842878 ONTARIO INC."

Search Date and Time: June 25, 2026 at 3:41:15 pm Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 30237/492

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	549242Q	August 2, 2024	* 2842878 ONTARIO INC.	2

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 549242Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 2, 2024 at 8:42:09 am Pacific time
Current Expiry Date and Time:	August 2, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 25, 2026 at 3:41:15 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**103 - 15230 HIGHWAY 10
SURREY BC
V3S 5K7 Canada**Debtor Information****2842878 ONTARIO INC.****Address**800-150 YORK ST
TORONTO ON
M5H 3S5 Canada**Vehicle Collateral**

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

GENERAL SECURITY AGREEMENT:

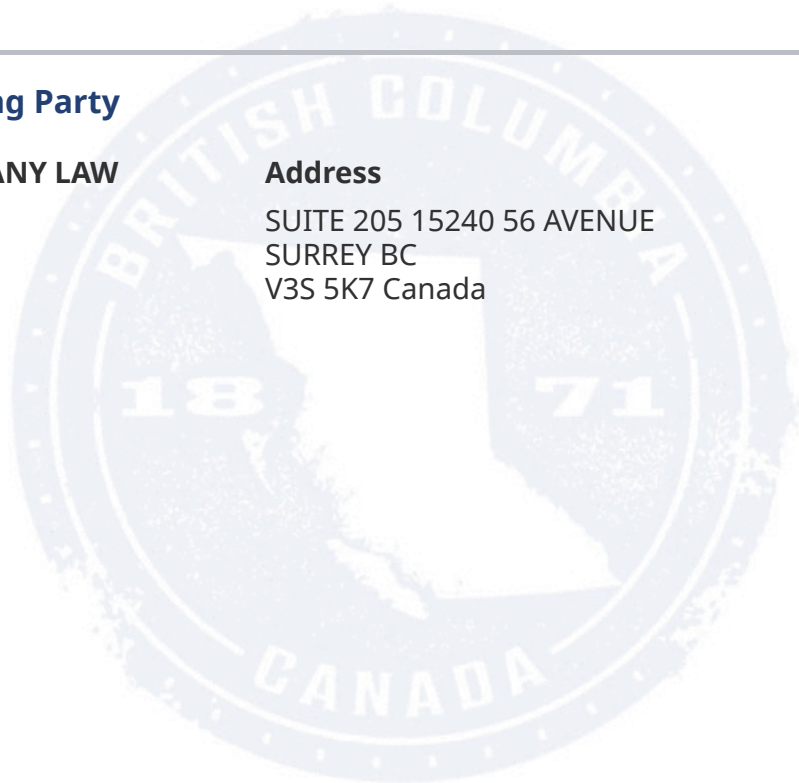
ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

**KAMINSKY & COMPANY LAW
CORPORATION**

Address

SUITE 205 15240 56 AVENUE
SURREY BC
V3S 5K7 Canada



This is **Exhibit “LLL”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



- Web Page ID: WEnqResult
- System Date: 26JUN2026
- Last Modified: March 22, 2026

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	2842878 ONTARIO INC.								
File Currency	25JUN 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	507895461	1	1	1	2	02AUG 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
507895461		001	2		20240802 1159 1590 3437	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2842878 ONTARIO INC.					2842878			
	Address				City	Province	Postal Code		
	150 YORK STREET, SUITE 800				TORONTO	ON	M5H 3S5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	CANADIAN WESTERN BANK								
	Address				City	Province	Postal Code		
	UNIT #103, 15230 HIGHWAY 10				SURREY	BC	V3S 5K7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED								
	PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE,								
	INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL								
Registering Agent	Registering Agent								
	TONY DI POCE								
	Address				City	Province	Postal Code		
	300-3800 STEELES AVE. WEST				VAUGHAN	ON	L4L 4G9		
Type of Search	Business Debtor								
Search Conducted On	2842878 ONTARIO INC.								
File Currency	25JUN 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	507895461	1	1	2	2	02AUG 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
507895461		002	2		20240802 1159 1590 3437				

Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES,								
	AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS								
	THERETO AND SUBSTITUTIONS THEREFOR.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

LAST PAGE

Note: All pages have been returned.

This is **Exhibit “MMM”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia



- Web Page ID: WEnqResult
- System Date: 26JUN2026
- Last Modified: March 22, 2026

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	LABTEST CERTIFICATION ONTARIO INC.								
File Currency	25JUN 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	505375821	1	1	1	3	14MAY 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
505375821		001	3		20240514 1244 1590 2542	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	LABTEST CERTIFICATION ONTARIO INC.								
	Address				City	Province	Postal Code		
	#800, 150 YORK STREET				TORONTO	ON	M5H 3S5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	CANADIAN WESTERN BANK								
	Address				City	Province	Postal Code		
	#103, 15230 HWY 10				SURREY	BC	V3S 5K7		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
	ALL OF THE DEBTOR'S PRESENTLY OWNED OR HELD AND AFTER ACQUIRED								
	PERSONAL PROPERTY WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE,								
Registering Agent	Registering Agent								
	KAMINSKY & COMPANY								
	Address				City	Province	Postal Code		
	SUITE 205, 15240 56TH AVENUE				SURREY	BC	V3S 5K7		
Type of Search	Business Debtor								
Search Conducted On	LABTEST CERTIFICATION ONTARIO INC.								
File Currency	25JUN 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	505375821	1	1	2	3	14MAY 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
505375821		002	3		20240514 1244 1590 2542				

Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	INCLUDING WITHOUT LIMITATION, ACCOUNTS, EQUIPMENT, INVENTORY, CHATTEL								
	PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND INTANGIBLES,								
	AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		
Type of Search	Business Debtor								
Search Conducted On	LABTEST CERTIFICATION ONTARIO INC.								
File Currency	25JUN 2026								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	505375821	1	1	3	3	14MAY 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number		Registered Under	Registration Period	
505375821		003	3		20240514 1244 1590 2542				
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								

	Address					City	Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	THERETO AND SUBSTITUTIONS THEREFOR								
Registering Agent	Registering Agent								
	Address					City	Province	Postal Code	

LAST PAGE

Note: All pages have been returned.

This is **Exhibit “NNN”** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.

A handwritten signature in black ink, appearing to be 'A' followed by a vertical line.

A Commissioner for the taking of Affidavits for
British Columbia

6911 No. 3 Road
Richmond BC V6Y 2C1

CITY OF RICHMOND
PROPERTY TAX CERTIFICATE

Tax Dept: 604-276-4145
Fax: 604-276-4128

Printed: Feb 13, 2026
Number: 122168

This statement is issued in accordance with the Community Charter Section 249 - Statements of Taxes Outstanding.
Under 249 (3), an error in a statement or certificate given under this section does not subject the municipality to damages.
This property may be subject to other charges or fees.

For BC ONLINE
30237/492

Owner	Property
GOSHU PRODUCTS/SERVICES INC 205-8291 92 ST DELTA BC V4G 0A4	Folio: 005-103-051 Pid: 023-197-234 LTO No.: CA1545882 MHR No.: Civic: 3128 20800 WESTMINSTER HWY Legal: LT 51 SEC 9 BLK 4N RGE 4W NWD PL LMS2129 Status: ACTIVE

2026 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	NET	920,000	230,000	1,150,000
2025 Levies, Grants, Deferrals		Property Taxes Owing As At Feb 13, 2026		2026 Instalments	
Total Levy	9,890.06	Delinquent (2024)	348.23	Payments Made	0.00
Grant Available		Arrears (2025)	11,094.06	Interest Earned	0.00
65 and over	0.00	Interest to Feb 13, 2026	102.76	Adjustments	0.00
Under 65	0.00	Current (2026)	0.00	Balance as at	
			11,545.05	Feb 13, 2026	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	11,545.05		

Quarterly Metered Utility Charges for Account 101257

Unpaid Arrears	0.00	Details of Last Bill		
Balance of Last Bill - Due Mar 12, 2026	215.00	Charges on Last Bill		215.00
Remaining Discount - available until Mar 12, 2026	-21.50	Total Discount	21.50	Claimed 0.00
Account Balance as at Feb 13, 2026	193.50			
Account Type	COMMERCIAL	Payments Applied		0.00
Number of Unit(s) on Premises	1	Penalties		0.00
Billing Category	METERED	Adjustments		0.00

Quarterly Metered Charges History

Date	Description	Amount	Discount Available	Units	Consumption
Prior Charges That Cover Past Jan 01, 2025					
Jan 30, 2025	METERED WATER - COMMERCIAL	114.00	11.40	1.00	53 M3
Jan 30, 2025	SEWER - COMMERCIAL	101.86	10.19	1.00	53 M3
Jan 01, 2025 TO Mar 31, 2025					
May 1, 2025	METERED WATER - COMMERCIAL	114.00	11.40	1.00	17 M3
May 1, 2025	SEWER - COMMERCIAL	86.00	8.60	1.00	17 M3
May 1, 2025	METER MAINTENANCE 1"	15.00	1.50	1.00	
May 1, 2025	ANNUAL FLOOD PROTECTION COMM	339.91	33.99	1.00	
May 1, 2025	ANNUAL ENVIRONMENTAL CHARGE (M)	58.27	5.83	1.00	
Apr 01, 2025 TO Jun 30, 2025					
Jul 25, 2025	METERED WATER - COMMERCIAL	114.00	11.40	1.00	17 M3
Jul 25, 2025	SEWER - COMMERCIAL	86.00	8.60	1.00	17 M3
Jul 25, 2025	METER MAINTENANCE 1"	15.00	1.50	1.00	
Jul 01, 2025 TO Sep 30, 2025					
Oct 24, 2025	METERED WATER - COMMERCIAL	114.00	11.40	1.00	15 M3
Oct 24, 2025	SEWER - COMMERCIAL	86.00	8.60	1.00	15 M3
Oct 24, 2025	METER MAINTENANCE 1"	15.00	1.50	1.00	
Oct 01, 2025 TO Dec 31, 2025					
Jan 26, 2026	METERED WATER - COMMERCIAL	114.00	11.40	1.00	16 M3
Jan 26, 2026	SEWER - COMMERCIAL	86.00	8.60	1.00	16 M3
Jan 26, 2026	METER MAINTENANCE 1"	15.00	1.50	1.00	

Important Property Comments

ARREARS	There is an Arrears balance on this Tax Certificate.
DELINQUENT	Properties with delinquent taxes will be sold on the last Monday in September at City Hall in the council chambers.
DELINQUENT	There is an outstanding Delinquent balance on this Tax Certificate.
GENERAL	LAWYERS and NOTARIES: If a RETRO GRANT has been applied for, and the result is a credit to the tax account,

this credit will not be refunded. Please apportion the credit when preparing statement of adjustments.

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GENERAL

The real estate agents solicitors or purchasers should not overlook information on local improvements meter or other charges. Those buying properties should be afforded all information, which can be obtained on their behalf. PLEASE ASK if unsure!

PRIOR YEAR

There is an Arrears or Delinquent balance outstanding on this Tax Certificate.

STRATA

This property is part of a strata. If Utility charges are not showing on this Tax Certificate charges may be billed to the strata corporation, please contact the Tax Department for clarification.

TAX

Daily interest on Arrears and Delinquent taxes is \$ 2.335

This is the last page of the Tax Certificate.

E & O/E

4500 Clarence Taylor Crescent
Delta BC V4K 3E2

CITY OF DELTA
PROPERTY TAX AND UTILITIES CERTIFICATE

Phone: 604-946-3235
Fax: 604-946-4029
Web: www.delta.ca

Printed: Feb 13, 2026
Number: 98785

This Certificate is issued in accordance with the Community Charter Section 249 - Certificate of Outstanding Taxes.
An error in a statement or certificate given under this section does not subject the municipality to damages.
THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For APIC
30237/492

Owner	Property
GOSHU PRODUCTS/SERVICES INC 205-8291 92 ST DELTA BC V4G 0A4	Folio: 344-257-03-0 Pid: 029-205-514 LTO No.: CA4968715 MHR No.: Civic: 204 8291 92 ST Legal: STRATA LOT 3 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V Status: ACTIVE

2026 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	NET	1,592,000	372,000	1,964,000
2025 Levies, Grants, Deferrals		Property Taxes Owing As At Feb 13, 2026		2026 Instalments	
Total Levy	18,962.93	Delinquent (2024)	0.00	Payments Made	0.00
Grant Available		Arrears (2025)	4,795.27	Interest Earned	0.00
65 and over	0.00	Interest to Feb 13, 2026	43.07	Adjustments	0.00
Under 65	0.00	Current (2026)	0.00	Balance as at	
			4,838.34	Feb 13, 2026	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	4,838.34		

Annual Utilities Account 55582

Service for this account is billed in February of each year. A 5% penalty will be charged on the outstanding balance after March 31, 2026. An additional 5% penalty will be charged on the outstanding balance after July 2, 2026 and a further 5% penalty will be charged on the outstanding balance after September 2, 2026.

Unpaid Arrears	0.00	Details of Last Bill			
Balance of Last Bill - Due	0.00	Charges on Last Bill			0.00
		Total Discount	0.00	Claimed	0.00
Account Balance as at Feb 13, 2026	0.00				
		Payments Applied			0.00
		Penalties			0.00
		Adjustments			0.00

Pre-Authorized Withdrawals

Tax/Utility Account #	Reference Number	Account Holder Name	Withdrawal Amount	Scheduled Dates Start	Stop
IMPORTANT NOTE - PARTICIPANTS IN THE PRE-AUTHORIZED WITHDRAWAL PROGRAM MUST ADVISE THE COLLECTOR, IN WRITING, 14 DAYS PRIOR TO A PAYMENT DATE, OF ANY CHANGES PERTAINING TO PROPERTY OWNERSHIP, BANK ACCOUNT INFORMATION, PREPAYMENT AMOUNTS, OR TERMINATION IN THE PROGRAM.					
IF THIS PROPERTY IS SUBJECT TO A SALE, OWNERS MUST ADVISE THE CITY OF DELTA, IN WRITING, TO CANCEL THE PRE-AUTHORIZED WITHDRAWAL.					
The withdrawal(s) listed below are made on the 5th of each month between July and May.					
TAX	344-257-03-0	19723	GOSHU PRODUCTS/SERVICES INC	1,991.10	Jun 19, 2025

Important Property Comments

TAX	This property is part of a Strata Plan that may be subject to additional financial charges billed to the Strata. Please contact the City of Delta, Taxation Office at 604-946-3235 for further information.
ARREARS	This property has outstanding taxes in arrears that is subject to daily interest. Interest rates are established by the Province based on the prime lending rate plus 3% and are subject to change on January 1, April 1, July 1, and October 1.
TAX	Daily interest on Arrears and Delinquent taxes is \$ 0.979.

E & O/E

** This is the end of this Property Tax and Utilities Certificate **

4500 Clarence Taylor Crescent
Delta BC V4K 3E2

CITY OF DELTA
PROPERTY TAX AND UTILITIES CERTIFICATE

Phone: 604-946-3235
Fax: 604-946-4029
Web: www.delta.ca

Printed: Feb 13, 2026
Number: 98786

This Certificate is issued in accordance with the Community Charter Section 249 - Certificate of Outstanding Taxes.
An error in a statement or certificate given under this section does not subject the municipality to damages.
THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For APIC
30237/492

Owner	Property
GOSHU PRODUCTS/SERVICES INC 205-8291 92 ST DELTA BC V4G 0A4	Folio: 344-257-04-0 Pid: 029-205-522 LTO No.: CA3718218 MHR No.: Civic: 205 8291 92 ST Legal: STRATA LOT 4 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V Status: ACTIVE

2026 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	NET	1,625,000	376,000	2,001,000
2025 Levies, Grants, Deferrals		Property Taxes Owing As At Feb 13, 2026		2026 Instalments	
Total Levy	19,313.28	Delinquent (2024)	0.00	Payments Made	0.00
Grant Available		Arrears (2025)	4,883.84	Interest Earned	0.00
65 and over	0.00	Interest to Feb 13, 2026	43.86	Adjustments	0.00
Under 65	0.00	Current (2026)	0.00	Balance as at	
			4,927.70	Feb 13, 2026	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	4,927.70		

Annual Utilities Account 55583

Service for this account is billed in February of each year. A 5% penalty will be charged on the outstanding balance after March 31, 2026. An additional 5% penalty will be charged on the outstanding balance after July 2, 2026 and a further 5% penalty will be charged on the outstanding balance after September 2, 2026.

Unpaid Arrears	0.00	Details of Last Bill			
Balance of Last Bill - Due	0.00	Charges on Last Bill			0.00
		Total Discount	0.00	Claimed	0.00
Account Balance as at Feb 13, 2026	0.00				
		Payments Applied			0.00
		Penalties			0.00
		Adjustments			0.00

Pre-Authorized Withdrawals

Tax/Utility Account #	Reference Number	Account Holder Name	Withdrawal Amount	Scheduled Dates Start	Stop
IMPORTANT NOTE - PARTICIPANTS IN THE PRE-AUTHORIZED WITHDRAWAL PROGRAM MUST ADVISE THE COLLECTOR, IN WRITING, 14 DAYS PRIOR TO A PAYMENT DATE, OF ANY CHANGES PERTAINING TO PROPERTY OWNERSHIP, BANK ACCOUNT INFORMATION, PREPAYMENT AMOUNTS, OR TERMINATION IN THE PROGRAM.					
IF THIS PROPERTY IS SUBJECT TO A SALE, OWNERS MUST ADVISE THE CITY OF DELTA, IN WRITING, TO CANCEL THE PRE-AUTHORIZED WITHDRAWAL.					
The withdrawal(s) listed below are made on the 5th of each month between July and May.					
TAX	344-257-04-0	19723	GOSHU PRODUCTS/SERVICES INC	2,027.89	Jun 20, 2025

Important Property Comments

TAX	This property is part of a Strata Plan that may be subject to additional financial charges billed to the Strata. Please contact the City of Delta, Taxation Office at 604-946-3235 for further information.
ARREARS	This property has outstanding taxes in arrears that is subject to daily interest. Interest rates are established by the Province based on the prime lending rate plus 3% and are subject to change on January 1, April 1, July 1, and October 1.
TAX	Daily interest on Arrears and Delinquent taxes is \$ 0.997.

E & O/E

** This is the end of this Property Tax and Utilities Certificate **

4500 Clarence Taylor Crescent
Delta BC V4K 3E2

CITY OF DELTA
PROPERTY TAX AND UTILITIES CERTIFICATE

Phone: 604-946-3235
Fax: 604-946-4029
Web: www.delta.ca

Printed: Feb 13, 2026
Number: 98787

This Certificate is issued in accordance with the Community Charter Section 249 - Certificate of Outstanding Taxes.
An error in a statement or certificate given under this section does not subject the municipality to damages.
THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For APIC
30237/492

Owner	Property
GOSHU PRODUCTS/SERVICES INC 205-8291 92 ST DELTA BC V4G 0A4	Folio: 344-257-05-0 Pid: 029-205-531 LTO No.: CA3718219 MHR No.: Civic: 206 8291 92 ST Legal: STRATA LOT 5 DISTRICT LOT 132 GROUP 2 NEW WESTMINSTER DISTRICT STRATA PLAN EPS1707 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V Status: ACTIVE

2026 Assessments					
Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	NET	1,634,000	381,000	2,015,000
2025 Levies, Grants, Deferrals		Property Taxes Owing As At Feb 13, 2026		2026 Instalments	
Total Levy	19,451.00	Delinquent (2024)	0.00	Payments Made	0.00
Grant Available		Arrears (2025)	4,918.67	Interest Earned	0.00
65 and over	0.00	Interest to Feb 13, 2026	44.17	Adjustments	0.00
Under 65	0.00	Current (2026)	0.00	Balance as at	
			4,962.84	Feb 13, 2026	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	4,962.84		

Annual Utilities Account 55584

Service for this account is billed in February of each year. A 5% penalty will be charged on the outstanding balance after March 31, 2026. An additional 5% penalty will be charged on the outstanding balance after July 2, 2026 and a further 5% penalty will be charged on the outstanding balance after September 2, 2026.

Unpaid Arrears	0.00	Details of Last Bill			
Balance of Last Bill - Due	0.00	Charges on Last Bill			0.00
		Total Discount	0.00	Claimed	0.00
Account Balance as at Feb 13, 2026	0.00				
		Payments Applied			0.00
		Penalties			0.00
		Adjustments			0.00

Pre-Authorized Withdrawals

Tax/Utility Account #	Reference Number	Account Holder Name	Withdrawal Amount	Scheduled Dates Start	Stop
IMPORTANT NOTE - PARTICIPANTS IN THE PRE-AUTHORIZED WITHDRAWAL PROGRAM MUST ADVISE THE COLLECTOR, IN WRITING, 14 DAYS PRIOR TO A PAYMENT DATE, OF ANY CHANGES PERTAINING TO PROPERTY OWNERSHIP, BANK ACCOUNT INFORMATION, PREPAYMENT AMOUNTS, OR TERMINATION IN THE PROGRAM.					
IF THIS PROPERTY IS SUBJECT TO A SALE, OWNERS MUST ADVISE THE CITY OF DELTA, IN WRITING, TO CANCEL THE PRE-AUTHORIZED WITHDRAWAL.					
The withdrawal(s) listed below are made on the 5th of each month between July and May.					
TAX	344-257-05-0	19723	GOSHU PRODUCTS/SERVICES INC	2,042.35	Jun 19, 2025

Important Property Comments

TAX	This property is part of a Strata Plan that may be subject to additional financial charges billed to the Strata. Please contact the City of Delta, Taxation Office at 604-946-3235 for further information.
ARREARS	This property has outstanding taxes in arrears that is subject to daily interest. Interest rates are established by the Province based on the prime lending rate plus 3% and are subject to change on January 1, April 1, July 1, and October 1.
TAX	Daily interest on Arrears and Delinquent taxes is \$ 1.004.

E & O/E

** This is the end of this Property Tax and Utilities Certificate **

This is **Exhibit "OOO"** referred to in Affidavit #1 of Jennifer Alambre, made before me at Vancouver, BC, this 15th day of July 2026.



A Commissioner for the taking of Affidavits for
British Columbia

CERTIFICATE OF THE TREASURER



Town of Oakville
 1225 Trafalgar Road
 Oakville, ON L6H 0H3
 service@oakville.ca
 905-845-6601

CERTIFIED AT	February 12, 2026	CERTIFICATE NO	13829
ISSUED TO	Shannon Wilson	REFERENCE	
	shannon.wilson@blakes.com	ROLL NUMBER	24.01.010.010.02637.0000
		ACCOUNT NUMBER	95059
		ASSESSED OWNER	2842878 ONTARIO INC

PROPERTY DESCRIPTION

PENALTY/INTEREST RATE

1.250 %

2520 BRISTOL CIR OAKVILLE
 PLAN M492 PT BLK 2 RP 20R9192 PARTS 7/8
 &63/64

TAX ARREARS

Statement showing arrears of taxes on the above lands. (Reference Section 352 of the *Municipal Act*.)

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST	ARREARS OUTSTANDING
2025	65,934.91	65,951.91	7,148.61	73,100.52
2024	63,691.55	616.29	68.76	685.05
2023+	580,245.29	0.00	0.00	0.00

STATEMENT OF CURRENT TAXES

(Issued pursuant to the provisions of Section 352 of the *Municipal Act*.)

CURRENT LEVY		INSTALMENT DUE DATES AND AMOUNTS				CURRENT OUTSTANDING	
INTERIM	32,967.47	2026/02/25	16,484.47	2026/04/27	16,483.00	TAX	32,967.47
FINAL	0.00					OTHER CHARGES	0.00
SUPP/ADJ	0.00					PENALTY	0.00
TOTAL	32,967.47					TOTAL CURRENT	32,967.47

TOTAL OUTSTANDING 106,753.04

I hereby certify that the above statement shows all property tax arrears and current property taxes due to the Town of Oakville, against the above lands. If three (3) years of property tax arrears are indicated on this statement, please contact the Town of Oakville, Revenue Services & Tax department through ServiceOakville T: [\(905\) 845-6601](tel:9058456601) or E: service@oakville.ca, to ensure that proceedings have not commenced under the *Municipal Act*, 2001 Part XI.

1. This Certificate does not include any arrears of water or hydro services to the property stated above. Contact the Oakville Hydro-Electric Commission for such information at 861 Redwood Square, Oakville ON, L6L 6R6 or T: [\(905\) 825-9400](tel:9058259400) or E: customerservice@oakvillehydro.com.
2. Nor does it include any direct services to the property not added to the Tax Roll at this date under Property Standards or other related charges. Contact the Town of Oakville, Municipal Enforcement Services through ServiceOakville T: [\(905\) 845-6601](tel:9058456601) or E: service@oakville.ca.
3. Tax levy to date does not include any potential omitted or supplementary property taxes that have yet to be levied and added under s. 33 and s. 34 of the *Assessment Act*, R.S.O. 1990, c. A.31, properties assessment as payment-in-lieu nor does it include adjustments that may be made under s. 357 and/or s. 358 of the *Municipal Act* and s. 40 of the *Assessment Act*.
4. Any credit balance stated on this Certificate is not verified. No adjustment shall be made unless the credit balance is a known and acknowledged overpayment.



D. TUMMON - Manager of Revenue and Taxation
Treasurer's designate

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE

CODE	DESCRIPTION	ANNUAL AMOUNT	EXPIRY	STATUS