VANCOUVER
JUN 24 2026
REGISTRY

This is the 1st Affidavit of
Arden Vos in this case and was
made on June 23, 2026

NO. S 264779
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

1111801 HOLDINGS LTD., TRIPOINT WEST GEORGIA HOLDINGS LTD. and 1231348 B.C. LTD.

RESPONDENTS

AFFIDAVIT

I, **Arden Vos**, of the City of Edmonton, in the Province of Alberta, SWEAR THAT:

I. INTRODUCTION

1. I am a Senior Director and Team Lead at the Special Loans Group for National Bank of Canada (the "**Lender**"). I have personal knowledge of the matters described in this affidavit, except where I say that my knowledge is based on information from others, in which case, I believe the same to be true. I am authorized to make this affidavit on behalf of the Lender.

2. I have provided the loan documents, guarantees, security documents, and other related documents referenced herein to McCarthy Tétrault LLP, as counsel to the Lender, and copies of same are attached to the first affidavit of Susan Danielisz sworn June 23, 2026 (the "**Danielisz Affidavit**"). I have reviewed the Danielisz Affidavit.

3. Additionally, I have reviewed the books and records maintained by and in the possession of the Lender in the ordinary course of business, which relate to the Respondents. Based on the aforementioned and, upon such review, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, in which case, I verily believe same to be true.

4. I make this affidavit in support of the order sought by the Lender that Deloitte Restructuring Inc. ("**Deloitte**") be appointed as receiver and manager (the "**Receiver**") over the Real Property (as defined below) and all present and after-acquired personal property of the Respondents which now or hereafter situate on or used in connection with, or which related to or arise from or out of the Real Property, including proceeds thereof (collectively, the "**Property**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 39 of the *Law and Equity Act* (British Columbia).

II. OVERVIEW

5. As of June 19, 2026, the Respondents are indebted to the Lender in the amount of $14,338,186.96 (the "**Indebtedness**"), with interest and fees continuing to accrue.

6. The Lender has lost faith in management and believes its security is at risk. To address the risk, the Lender wishes to exercise its contractual rights under its security by seeking the court appointment of a Receiver to preserve the Lender's collateral and facilitate a sale of the Property to repay the Lender.

7. The Lender has the only registered mortgage against the Real Property and has the only registered interests against the Respondents under the British Columbia Personal Property Registry.

8. Pursuant to a forbearance agreement between the parties, the Respondents have previously consented to the appointment of a receiver upon default.

III. PARTIES

9. The Lender is a Schedule I Chartered Bank pursuant to the *Bank Act*, S.C. 1991, c. 46, doing business across Canada, and is the senior secured lender to the Respondents.

10. 1111801 Holdings Ltd. (the "**Borrower**") is a corporation incorporated in Turks and Caicos Islands, and extra provincially registered pursuant to the laws of British Columbia with a mailing and delivery address of 73 East Hastings Street, Vancouver, British Columbia, V6A 1M9. A copy of the corporate profile report is attached to the Danielisz Affidavit as **Exhibit "T"**.

11. Tripoint West Georgia Holdings Ltd. ("**Tripoint**") is a corporation incorporated pursuant to the laws of British Columbia with a registered and records office located at 1450, 13401-108th

Avenue, Surrey, British Columbia, V3T 5T3. A copy of the corporate profile report is attached to the Danielisz Affidavit as **Exhibit "U"**.

12. 1231348 B.C. Ltd. ("**123**") is a corporation incorporated pursuant to the laws of British Columbia with a registered and records office located at 1450, 13401-108th Avenue, Surrey, British Columbia, V3T 5T3. A copy of the corporate profile report is attached to the Danielisz Affidavit as **Exhibit "V"**.

13. Arpeg Holdings Ltd. ("**Arpeg Holdings**") is a corporation amalgamated on August 1, 2013 in the province of British Columbia with a registered and records office located at 1450, 13401-108th Avenue, Surrey, British Columbia, V3T 5T3. A copy of the corporate profile report is attached to the Danielisz Affidavit as **Exhibit "W"**.

14. Arpeg Investments Ltd. ("**Arpeg Investments**" and together with 123 and Arpeg Holdings, the "**Guarantors**" and together with the Borrower and Tripoint, the "**Obligors**") is a corporation amalgamated on January 1, 2010 in the province of British Columbia with a registered and records office located at 1450, 13401-108th Avenue, Surrey, British Columbia, V3T 5T3. A copy of the corporate profile report is attached to the Danielisz Affidavit as **Exhibit "X"**.

IV. CREDIT FACILITIES AND SECURITY

15. Pursuant to a loan commitment letter dated January 13, 2023 (the "**Commitment Letter**"), Canadian Western Bank (which was later amalgamated to form the Lender) agreed to:

(a) facilitate the refinancing of 36,038 square feet of net leasable commercial office space on the first four floors of a building located at 1575 West Georgia Street, Vancouver, BC, and legally described as:

> PID: 030-964-504
>
> Air Space Parcel 1 Block 42 District Lot 185 Group 1 New Westminster District and part of the public harbour of Burrard Inlet air space plan EPP93071
>
> (the "**Georgia Property**"); and

(b) provide an inventory loan to refinance two stratified commercial units comprising 4,080 square feet, described as units 4 and 5 on the 5th floor of the same property and each legally described as:

PID: 031-696-503

Strata Lot 4 Block 42 District Lot 185 Group 1 New Westminster District and part of the public harbour of Burrard Inlet Strata Plan EPS8445; and

PID: 031-696-511

Strata Lot 5 Block 42 District Lot 185 Group 1 New Westminster District and part of the public harbour of Burrard Inlet Strata Plan EPS 8445

(collectively, the "**Units**" and together with the Georgia Property, the "**Real Property**").

16. 123 operates a co-work share space environment at the Real Property, which includes 27,951 square feet of office space on levels two to four, 8,087 square feet of retail space on the second level, and 674 square feet of retail space on the ground floor. The office space on the third and fourth levels are geared for co-workspace, and the retail space is meant to support that use with "break-out" spaces.

17. Pursuant to a Trustee and Beneficial Owner Agreement dated January 13, 2023, Tripoint and the Borrower jointly and severally represented and warranted to the Lender that Tripoint holds the Real Property as nominee and bare trustee for the sole use, benefit and advantage of the Borrower and for no other person or entity. A copy of the Trustee and Beneficial Owner Agreement is attached to the Danielisz Affidavit as **Exhibit "A"**.

18. The Lender agreed to provide two facilities to the Borrower:

(a) Facility 1: Principal amount up to $22,000,000, to be advanced in three tranches;

(b) Facility 2: Up to the lesser of (i) 50% of the appraised value of the Units, and $2,800,000,

with the maximum amount of Facility 1 and 2 not to exceed $22,000,000 in the aggregate (the "**Credit Facilities**"). A copy of the Commitment Letter is attached to the Danielisz Affidavit as Exhibit **"B"**.

19. As continuing security for the Borrowers' obligations to the Lender, the Obligors executed and delivered the following to the Lender:

(a) a $22,000,000 debenture, including a mortgage and assignment of rents, of Tripoint as nominee and signed by the Borrower and Guarantors as covenantors, registered at the time of the initial Loan advance as a first fixed charge on the Real Property registered against the Real Property on February 2, 2023 with No. CB460833 and CB460834 and a security interest against the personal property relating to the Real Property, including without limitation, contracts, deposits, sale proceeds and other cash flow and registered in the British Columbia personal property registry on February 2, 2023 as base registration number 338074P as against the Borrower and Tripoint;

(b) a general security agreement dated January 13, 2023 from 123 (the "**123 GSA**") registered in the British Columbia personal property registry on February 2, 2023 as base registration number 338079P;

(c) an environmental indemnity agreement in respect of the Real Property, by the Borrower and the Guarantors dated January 13, 2023;

(d) a debt service agreement by the Borrower and the Guarantors dated January 13, 2023;

(e) assignments and postponements of claims from each of the Guarantors registered in the British Columbia personal property registry on February 2, 2023 as base registration number 338078P;

(f) an assignment of profit sharing agreement from the Borrower regarding all amounts owing to it by 123 pursuant to a profit sharing agreement dated January 1, 2022 in favour of the Lender dated January 13, 2023;

(collectively, the "**Security**"). A true copy of each of the Security documents is attached as **Exhibits "C"** to **"H"** to the Danielisz Affidavit.

20. The Lender is permitted to appoint a receiver under section 12 of the standard charge terms which form part of the mortgage and assignment of rents, and section 9(f) of the 123 GSA over all of the present and after-acquired personal property and real property of 123.

21. Pursuant to the Commitment Letter, the Credit Facilities were to be repaid as follows:

(a) Facility 1 was to be repaid from the same or refinancing of the Georgia Property but in any event the entire facility was to be repayable on the earlier of 36 months after the first day of the month immediately following the advance of Facility 1 tranche 1 and January 1, 2026 (the "**Facility 1 Repayment Date**") or earlier upon an Event of Default (as defined therein).

(b) Facility 2 was to be repaid from the Facility 1 tranche 2 advance, or the sale proceeds of the Units, but in any event the entire facility was to be repayable in full on the earlier of 23 months after the first day of the month immediately following the advance of Facility 2 and January 1, 2025 (the "**Facility 2 Repayment Date**") or earlier upon an Event of Default (as defined therein).

22. Further, the Commitment Letter provides that Facility 1 has an interest rate of 6.75% per annum, to be paid monthly in blended payments of principal and interest, while Facility 2 has an interest rate at CWB's Prime plus 1.15% per annum, also to be paid monthly in arrears.

V. AMENDMENTS TO AND RENEWALS OF THE COMMITMENT LETTER

23. On November 4, 2024, the Lender amended the terms of the Commitment Letter to revise the interest fee under Facility 1 to 6.75% per annum. A copy of the amendment letter is attached to the Danielisz Affidavit as **Exhibit "I"**.

24. On March 14, 2025, the Lender amended the terms of the Commitment Letter by revising the repayment date for Facility 2 to May 1, 2025 or earlier upon an Event of Default (as defined in the Commitment Letter) and revised the terms to provide that if for any reason Facility 2 is not repaid on or before its repayment date, it will be repayable on demand. Further, it revised the interest rate applicable to Facility 2 to be in the amount of CWB's Prime Rate plus 5% per annum. A copy of the amendment letter is attached to the Danielisz Affidavit as **Exhibit "J"**.

VI. DEFAULTS AND DEMANDS

25. On May 24, 2024, the Lender sent a notification of breach advising the Obligors of their failure to make the April and May 2024 monthly payments, and setting out terms for the Lender's agreement to forbear from enforcing as a result of such defaults (the "**First**

Notification of Breach and Forbearance Letter"). The Obligors agreed to the terms of the forbearance by signing and returning a copy of the letter. A copy of the First Notification of Breach and Forbearance Letter is attached to the Danielisz Affidavit as **Exhibit "K"**.

26. On August 23, 2024, the Lender sent a second notification of breach advising of further defaults as a result of the Obligors' failure to make payment when due of the monthly payments for the months of July and August 2024, failure to make the late payment fee in the amount of $2500 as set out in the First Notification of Breach and Forbearance Letter, and failure to provide timely and complete quarterly and annual reporting (the "**Second Notification of Breach and Forbearance Letter**"). The Borrower requested that the Lender forbear from enforcing, which the Lender agreed to pursuant to the terms set out therein by signing and returning a copy of the letter. A copy of the Second Notification of Breach and Forbearance Letter is attached to the Danielisz Affidavit as **Exhibit "L"**.

27. In or around August 2024, the Borrower generated additional liquidity through the sale of other real property, which temporarily alleviated payment pressures and prevented further payment issues for several months.

28. However, the Borrower again failed to make monthly payments in spring of 2025. On June 13, 2025, the Lender sent a letter to the Obligors advising of various defaults including failure to make payment when due of the monthly payments due for the months of April, May and June 2025 and for failure to comply with reporting obligations under the Commitment Letter. The Lender required the Obligors to make payment of the outstanding amounts by no later than June 20, 2025. A copy of the June 13, 2025 letter is attached to the Danielisz Affidavit as **Exhibit "M"**.

29. On August 13, 2025, the Lender sent another notification of default letter to the Obligors advising of existing defaults, including failure to make the July 2025 monthly payment and paying all property taxes when due. The notice further stated that Facility 2 matured on May 1, 2025, and required full repayment by August 1, 2025. It also required that the Obligors pay the August monthly payment by August 1, pay $675,406 to the City of Vancouver for outstanding property taxes and obtain a discharge of Strata Property Lien registered against PID: 031-696-511 under registration number CB2084377 on June 4, 2025 (the "**Strata Lien**"). A copy of the August 13, 2025 letter is attached to the Danielisz Affidavit as **Exhibit "N"**.

30. From August 2025 to November 2025, the Obligors continued to be in default as a result of late monthly payments, unpaid property tax arrears, and delays in closing the sale of the Units.

31. In or around November 2025, the Obligors were in a position to close on the Units and sought to payout the Lender for Facility 2. On or around December 5, 2025, the Borrower paid $2,830,383.39 to the Lender in full satisfaction of Facility 2. As a result, the parties agreed and the Lender granted a release of its security interest over PID 031-696-503. A copy of the discharge is attached to the Danielisz Affidavit as **Exhibit "O".**

32. On January 2, 2026, the Lender's counsel sent a reservation of rights letter to the Obligors notifying the Obligors that there were ongoing defaults under the Commitment Letter, and requiring full repayment by February 1, 2026.

33. The Obligors failed to pay the outstanding obligations by February 1, 2026. As such, on February 6, 2026, the Lender delivered a letter to the Borrower advising that Facility 1 was in default, demanding immediate repayment of all indebtedness under the Commitment, the Security, and any and all other obligations, indebtedness and liability of the Borrower to the Lender, plus all interest, standby fees, costs and expenses, including, but not limited to, all legal costs and expenses, and a section 244 notice under the *Bankruptcy and Insolvency Act* (the "**Demand Letter**"). A copy of the Default Letter is attached as **Exhibit "P"** to the Danielisz Affidavit.

34. The Obligors have committed various defaults and events of default under the Commitment Letter, including:

(a) pursuant to the "Repayment Date" section of the Commitment Letter, the Borrower failed to repay Facility 1 on the Facility 1 Repayment Date, being February 1, 2026, or earlier upon an Event of Default;

(b) pursuant to the "Repayment Date" section of the Commitment Letter, the Borrower failed to repay Facility 2 on the Facility 2 Repayment Date, being May 1, 2025 or earlier upon an Event of Default, with such repayment having been made by the Borrower on December 4, 2025 instead;

(c) pursuant to the "Interest Rate and Payments" section of the Commitment Letter, the Borrower failed to make certain monthly payments of interest and principal in respect of the Credit Facilities;

(d) pursuant to the "Debt Service Covenant" section of the Commitment, the Borrower failed to maintain the debt service covenant ratio for the Georgia Property;

(e) pursuant to the "Reporting Requirements" section of the Commitment, the Borrower breached its obligation to deliver certain required reporting to the Lender; and

(f) pursuant to section 7.2 of the Debenture, the Borrower failed to maintain good title to the Real Property and failed to obtain a discharge of the Strata Property Act Lien registered against PID 031-696-511 under registration number CB2084377 on June 4, 2025 (the "**Existing Lien**").

VII. FORBEARANCE AGREEMENT

35. On February 6, 2026, the Lender and the Obligors entered into a forbearance agreement (the "**Forbearance Agreement**") pursuant to which the Lender agreed to forbear from exercising its rights and remedies under the Commitment Letter and the Security until the earlier of April 3, 2026 ("**Forbearance Period**") and the date that any default under the Forbearance Agreement occurs. A copy of the Forbearance Agreement is attached as **Exhibit "Q"** to the Danielisz Affidavit.

36. Pursuant to section 6.01 of the Forbearance Agreement, the Commitment Letter was amended to revise the interest rate on Facility 1 to Lender's Prime Rate (as defined therein) plus 2.00% per annum, calculated and payable from the Borrower's own resources monthly in arrears on the first day of each month. Additionally, the mortgage was amended to state that the Debenture contains a limited floating charge for the purposes of section 5.1 of the standard charge terms.

37. The Obligors were required pursuant to section 7.01 of the Forbearance Agreement to:

(a) provide to the Lender an executed term sheet for the refinancing of all indebtedness, liabilities, and other obligations of the Obligors to the Lender from

time ot time, including all principal, interest, fees and other amounts in connection with the Commitment Letter and Security and the Credit Facilities (collectively, the "**Obligations**") from a reputable lending institution acceptable to the Lender in its sole discretion (the "**Refinancing Lender**") on or before March 13, 2026;

(b) provide to the Lender an executed commitment letter for the refinancing of the Obligations by the Refinancing Lender on or before March 23, 2026;

(c) each of the Obligors to deliver to the Lender its annual financial statements for the most recently ended fiscal year on or before March 16, 2026;

(d) the Obligors to pay the Lender an aggregate amount of $240,000 from their own resources prior to March 2, 2026 for application by the Lender against the Obligations in the Lender's sole discretion;

(e) the Obligors to provide evidence satisfactory to the Lender of repayment of all outstanding property taxes, strata fees, and legal costs and expenses on or before March 16, 2026, excluding the amounts claimed to be owing under the Existing Lien, and the applicable source of funds for such payments; and

(f) the Obligors shall provide evidence satisfactory to the Lender of the renewal of all required insurance under the Commitment and the Loan Documents.

38. Among other things, the Obligors failed to provide the executed commitment letter on or before March 23, 2026. The Forbearance Period expired on April 3, 2026.

39. On April 23, 2026, the Lender and the Obligors entered into the first amendment to the Forbearance Agreement which reinstated and extended the Forbearance Period to May 15, 2026 (the "**First Forbearance Amendment**"). The First Forbearance Amendment provided the following:

(a) a condition precedent that the Lender shall have received payment of its costs and expenses incurred with respect to enforcement and an equity injection of $160,000 in the Borrower's account with the Lender;

(b) agreement from the Obligors that a forbearance extension fee of $50,000 was to be added to the Obligations outstanding; and

(c) covenant from the Obligors that they would make a $50,000 equity injection into the Borrower's account by May 1, 2026.

A copy of the First Forbearance Amendment is attached as **Exhibit "R"** to the Danielisz Affidavit.

40. As required by the First Forbearance Agreement, the Obligors did make payment of the costs and expenses and made the equity injections required.

41. The Lender is permitted to appoint a receiver and manager under section 5.01 of First Forbearance Amendment upon termination of the Forbearance Period, if any Obligations remain outstanding.

42. On May 14, 2026, the Lender and the Obligors entered into the second amendment to the Forbearance Agreement extending the Forbearance Period to June 12, 2026 (the "**Second Forbearance Amendment**"). The Second Forbearance Amendment provided the following:

(a) agreement from the Obligors to pay to the Lender the sum of $250,000 by May 21, 2026 for application by the Lender against the Obligations in it's sole discretion;

(b) agreement from the Obligors that a forbearance extension fee of $50,000 could be added to the Obligations outstanding; and

(c) agreement from the Obligors to provide the Lender an executed Commitment Letter for the refinancing of the Obligations from Scotiabank acceptable to the Lender in its sole discretion before May 31, 2026.

A copy of the Second Forbearance Amendment is attached as **Exhibit "S"** to the Danielisz Affidavit.

43. However, the Obligors failed to provide the commitment letter from Scotiabank to the Lender by May 31, 2026, which constitutes an event of default under the Second Forbearance Amendment.

44. In addition, the Forbearance Period expired on June 12, 2026 and the Obligations remain outstanding.

VIII. NECESSITY OF APPOINTMENT OF A RECEIVER

45. The Lender is entitled to appoint a receiver and manager pursuant to the terms of the standard charge terms and as specifically agreed to by the Obligors in the First Forbearance Amendment.

46. The Lender has lost confidence in the Borrowers' ability to continue to operate the Real Property in a fashion that will not jeopardize the Lender's security position. In the circumstances, the Lender has lost faith in the Borrower's management and is unwilling to provide further financing, other than funding a court-supervised receiver to realize upon the Lender's security. The Obligors have been repeatedly and continuously in default for a material period of time. They have demonstrated that they are unable to repay the Obligations, and the Real Property requires active oversight, current financial information and coordinated management to preserve value and realise on it.

47. The Obligors have not paid the outstanding Obligations in accordance with the Demand Letter. All amounts outstanding in connection with the Commitment Letter that are due and payable by the Obligors remain outstanding with interest, fees, costs, expenses and other amounts continuing to accrue. The Obligors have been defaulting on their obligations under the Commitment Letter for more than two years, and have been provided with ample time to find refinancing and have failed to do so.

48. To address the concerns set out above, the Lender wishes to appoint a Receiver over the Property.

49. Deloitte is a licensed insolvency trustee with extensive experience in Canadian insolvency proceedings, including receiverships in British Columbia. Deloitte has consented to act as Receiver if appointed by the Court.

50. The Receivership Order includes a provision providing the Receiver with a paramount charge to secure such amounts over the Property; to permit the Receiver to borrower up to the amount of **[$100,000]**; and to provide a charge to secure such borrowings over the Property.

51. I believe that it is in the best interests of the Respondents and all of their stakeholders that the requested charges be approved because, in the circumstances of this case, there is no practical alternative to preserving, protecting and realizing upon the Property other than through the appointment of a Receiver.

52. Based on the above, I believe the appointment of a Receiver is just, convenient, and appropriate, as well as necessary, in order to protect the Lender's interests and to preserve and realize on the Property in an orderly fashion for the benefit of all creditors and stakeholders.

53. I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement.

54. I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing.

SWORN BEFORE ME at Vancouver, British Columbia, this 23rd day of June, 2026.

A Commissioner for taking Affidavits for British Columbia

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