Vancouver
10-Apr-26
REGISTRY

Court File No. VLC-S-S-262560

This is the 1st Affidavit of Danon Danesh in this case and was made on April 10, 2026.

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

VIBRANT VINE WINERY INC.
WYN LEWIS
MARION LEWIS
VAULT CREDIT CORPORATION

RESPONDENTS

AFFIDAVIT

I, Danon Danesh, Banker, of 23rd Floor, 595 Burrard Street in the City of Vancouver, in the Province of British Columbia, AFFIRM THAT:

1. I am an Account Manager for the Petitioner and as such have personal knowledge of the matters herein deposed to except where stated to be based on information and belief, in which case I verily believe them to be true. I am authorized to make this Affidavit on behalf of the Petitioner.

2. I have read the Petition filed herein and say that the matters and facts therein set out are true.

3. For the purpose of this Affidavit, I adopt the definitions as set out in the Petition, unless otherwise defined herein.

The Parties

4. The Petitioner, the Bank, is a chartered bank of Canada, having an office in the Province of British Columbia and an address for service for the purpose of these proceedings at 1600 – 925 West Georgia Street, Vancouver, British Columbia.

5. The Personal Guarantors are each individuals with an address at 3240 Pooley Road, Kelowna, British Columbia V1W 4G7.

6. The Company is a corporation incorporated pursuant to the laws of British Columbia with an address at 3240 Pooley Road, Kelowna, British Columbia V1W 4G7. Attached hereto and marked collectively as **Exhibit "A"** is a true copy of a corporate search of the Company.

The Lands

7. The Company is in the business of operating the Winery on the Lands.

8. The Personal Guarantors are principals of the Company and the registered owner of the Lands and granted the Mortgage in favour of the Bank as security for the Guarantees.

The Credit Agreements

9. The Security was granted to secure all present and future debts of the Debtors to Bank, pursuant to certain Credit Facilities granted by the Bank to the Debtors, the particular of which are set out in the Credit Agreement. Attached hereto and marked as **Exhibit "B"** is a true copy of the Credit Agreement.

10. As at March 10, 2026, the Debtors were indebted to the Bank in the amount of $6,843,572.46 (the **Indebtedness**).

The Security

11. As Security for the Credit Agreements, the Debtors granted the following to the Bank:

    (a) The First Mortgage and Assignment of Rents, a true copy of which is attached hereto and marked as **Exhibit "C"**.

    (b) The Second Mortgage and Assignment of Rents, a true copy of which is attached hereto and marked as **Exhibit "D"**.

    (c) The GSA, a true copy of which is attached hereto and marked as **Exhibit "E"**.

    (d) The GABD a true copy of which is attached hereto and marked as **Exhibit "F"**.

    (e) The Guarantee, a true copy of which is attached hereto and marked as **Exhibit "G"**.

12. A true copy of a Personal Property Registry search pertaining to the Company is attached hereto and marked as **Exhibit "H".**

13. A true copy of a Land Title Office search pertaining to the Lands is attached hereto and marked as **Exhibit "I"**.

Terms of the Credit Agreement and Security

14. Pursuant to the Credit Agreement and/or Security, the Debtors covenanted to:

(a) make their payments on account of the Indebtedness when due;

(b) make payment of all taxes owing when due, including, without limitation, all property taxes and penalties;

(c) permit the Bank, upon an event of default, to appoint a receiver over the Debtors' property, assets and undertakings charged by the Security, with power of sale in favour of such receiver;

(d) maintain their corporate existence and status;

(e) provide the Bank with access to all books and records;

(f) obtain prior written consent from the Bank to register any lien or encumbrances on any of the Debtors' assets, including the Lands;

(g) maintain a debt service coverage ratio of 1.10 (F2020) and 1.25 (F2021) onwards;

(h) provide the Bank with financial reporting annually within 120 days of each year end unless otherwise agreed upon;

(i) provide the Bank with confirmation that property taxes are paid and up to date for the Lands;

(j) provide the bank with satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date;

(k) provide the Bank with in-house quarterly and year to date income statement and balance sheet along with cashflow forecast for the remainder for the remainder of the fiscal year for the Company; and

(l) provide the Bank evidence of production insurance including vine and crop coverage on all eligible grape plantings leased and owned, on or before June 30th each year.

The Forbearance Agreement and Supplemental Forbearance Agreement

15. In or around February 2023, the Bank had several concerns regarding the Company, including among other things, operating losses and cash flow difficulties, together with default under the Credit Agreement by virtue of among other things, breach of the financial covenants and operating loan excesses.

16. At the Debtors request for additional time to sell the Winery and repay the Indebtedness in full, the Bank agreed to enter into the Forbearance Agreements. Attached hereto and marked collectively as **Exhibit "J"** are true copies of the Forbearance Agreement.

17. Ultimately, the Debtors defaulted under the Forbearance Agreement as they were unable to sell the Winery and repay the Indebtedness in full by the end of the Forbearance Period.

Attempt to sell the Lands and Operation of the Winery by the Personal Guarantors

18. On or about September 7, 2025, the Debtors received an Offer to purchase the Winery, subject to customary financing and due diligence conditions. The Debtors did not accept the Offer, as the proposed purchase price was insufficient.

19. On or about December 15, 2025, the Debtors entered into the PSA with the Purchaser for the sale of the Winery, subject to customary financing and due diligence conditions to be waived or satisfied by December 31, 2025, which was extended to January 16, 2026, pursuant to an amendment to the PSA dated December 30, 2025.

20. I am advised by the Personal Guarantors, and verily believe, that the Purchaser failed to waive or satisfy the conditions by the deadline and the PSA was terminated.

21. On January 23, 2026, the Debtors and the Purchaser entered into the Second PSA, with a reduced sale price and an extended subject removal date of February 25, 2026.

22. I am advised by the Personal Guarantors, and verily believe, that the Purchaser failed to waive or satisfy the conditions by the deadline and the Second PSA was terminated.

23. In mid-March, I was advised by the Debtors that, due to personal issues, insufficient cash flow, and the collapsed sale of the Winery, the Debtors were unable to continue operating the Winery and consent to the appointment of a receiver over the Company and the Lands.

Termination of Lending Relationship and Demand

24. As a result of the foregoing, the Bank, through its solicitors, made demand for payment on the Debtors by letters dated March 11, 2026 (the **Demand Letters**).

25. Enclosed with the Demand Letters were Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (the **BIA Notices**) and Notice of Intention to Realize on Security pursuant to the Farm Debt Medication Act (the **FDMA Notices**).

26. Attached hereto and marked collectively as **Exhibit "K"** are true copies of the Demand Letters, the BIA Notices, and the FDMA Notices.

27. To date, the Debtors have been unable to pay the Indebtedness in full.

Inability to Repay the Indebtedness and Need for a Receiver

28. The Debtors have been unable to repay the Indebtedness as it has come due. This is evidenced by, among other things:

    (a) the inability to repay the Indebtedness following:

        (i) the Demand Letters dated April 30, 2025; and

(ii) the expiry of the Forbearance Period on September 7, 2025;

(b) the absence of a completed sale of the Winery despite marketing efforts over an extended period; and

(c) the cessation or material decline in the Winery operations.

29. Additionally, property taxes arrears totalling $84,164.60 remaining outstanding on the Lands as of March 30, 2026, broken down as follows:

(a) Delinquent (2024) - $41,287,05

(b) Arrears (2025) - $41,375.92

(c) Interest to March 3, 2026 - $1,501.63.

30. Attached hereto and marked as **Exhibit "L"** is a true copy of the property tax search for the Lands obtained on March 30, 2026. As set out there in, properties with delinquent taxes are subject to be sold in council chambers on the last Monday of September 2026.

31. The taxes for 2026 are estimated at $41,000, for which the Debtors will not be able to pay when due on July 1, 2026.

32. On or about January 8, 2026, the Crown in Right of the British Columbia registered a charge against the Company in the British Columbia Personal Property Registry pursuant to the Provincial Sales Tax Act, which is a further default under the Credit Agreement. In addition, the Debtors have been unable to pay amounts owing to the Canada Revenue Agency on account of unremitted GST and employee source deductions.

33. In these circumstances, there is a real risk of further deterioration in the value of the Security.

Additional Encumbrances

34. On or about November 17, 2025, Vault Credit Corporation registered a charge against the Company in the British Columbia Personal Property Registry under base registration no. 620075R.

Consent to Act as Receiver

35. Attached hereto and marked as **Exhibit "M"** is the consent to act by Deloitte Restructuring Inc. a trustee within the meaning of section 2 of the BIA.

36. I know of no fact which would constitute a defence to the whole or part of the claims as set out in the Petition herein.

AFFIRMED BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 10th day of April, 2026

A Commissioner for taking Affidavits for British Columbia.

DANON DANESH

KIMIA JALILVAND
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

This is Exhibit "A" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

BRITISH COLUMBIA | BC Registry Services

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

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

BC Company Summary

For

VIBRANT VINE WINERY INC.

Date and Time of Search: **January 27, 2023 09:05 AM Pacific Time**

Currency Date: September 20, 2022

ACTIVE

Incorporation Number: BC0815919

Name of Company: VIBRANT VINE WINERY INC.

Business Number: 820774552 BC0001

Recognition Date and Time: Incorporated on February 06, 2008 03:12 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: February 06, 2020

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
OKANAGANVILLA VINEYARDS AND EVENTS CORP.	May 30, 2019

REGISTERED OFFICE INFORMATION

Mailing Address:
830 BERNARD AVENUE
KELOWNA BC V1Y 6P5
CANADA

Delivery Address:
830 BERNARD AVENUE
KELOWNA BC V1Y 6P5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
830 BERNARD AVENUE
KELOWNA BC V1Y 6P5
CANADA

Delivery Address:
830 BERNARD AVENUE
KELOWNA BC V1Y 6P5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Lewis, Wyn

Mailing Address:
3240 POOLEY ROAD
KELOWNA BC V1W 4G7
CANADA

Delivery Address:
3240 POOLEY ROAD
KELOWNA BC V1W 4G7
CANADA

OFFICER INFORMATION AS AT February 06, 2020

Last Name, First Name, Middle Name:
Lewis, Wyn

Office(s) Held: (President, Secretary)

Mailing Address:
3240 POOLEY ROAD
KELOWNA BC V1W 4G7
CANADA

Delivery Address:
3240 POOLEY ROAD
KELOWNA BC V1W 4G7
CANADA

This is Exhibit "B" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

Letter of Agreement - Amendment & Restatement

BMO Bank of Montreal

2nd Floor, 294 Bernard Avenue,
Kelowna, BC V1Y 6N4

February 12, 2021

Vibrant Vine Winery Inc.
A01-3240 Pooley Rd,
Kelowna, British Columbia V1W 4G7

Attention: Wyn Lewis & Marion Lewis

LETTER OF AGREEMENT - AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated December 07, 2018 as amended by prior amending letters dated December 16, 2019 and May 12, 2020 (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	Vibrant Vine Winery Inc. **(the "Borrower")**
Guarantor(s):	Wyn P Lewis Marion I Lewis **(the "Guarantor(s)")**
Total Facility Limit:	The total approved amount of all facilities shall not exceed $5,726,057.01 at any time.

Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$250,000.00	CAD
2	Real Estate Facility - Shared limit/Multi-product/Multi-draw	$4,946,057.01	CAD
3	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$0.00	CAD
4	Revolving Facility - Shared limit/Multi-product/Multi-draw	$530,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	$250,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$250,000.00 CAD
Type of Loan:	Demand Loan Non Revolving (DLNR)
Purpose:	EDC BCAP loan for working capital requirements.
Maximum Amortization:	60 months
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details:** Interest only payments for 12 months. Interest only period begins at the first drawdawn. All advances under this facility shall be used by the Borrower to provide additional liquidity to finance the Borrower's business and commercial operations. Specific permitted and prohibited uses of the facility are these: **Permitted uses:** a. normally scheduled interest and principal payments (other than in respect of shareholder loans), b. repayment of temporary advances or borrowing excesses on existing facilities advanced by BMO to the borrower since March 1, 2020, and c. satisfying ordinary course of business lease, equipment or supplier financing payments.

	Prohibited uses: a. other than as permitted above: i. any payments which would result in a permanent reduction to a previously established credit facility, or any accelerated principal repayment, ii. refinance existing debt obligations iii. make shareholder contributions, shareholder loans, buy back stock, issue stock options, or pay any bonuses or increase executive compensation, and b. any other purpose not permitted above. In the case of a registered T2 or T3010 corporation that generates a portion of its revenue from the sales of goods or services, the proceeds of the Transaction can only be used to support the portion of its business that generates revenues from the sales of goods or services.
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus **3.00%.** Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 12, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Your Product Summary

Real Estate Facility - Shared limit/Multi-product/Multi-draw

<table>
<tr><th colspan="2">Facility # 2 - Existing</th></tr>
<tr><td>Facility Authorization:</td><td>$4,946,057.01 CAD</td></tr>
<tr><td>Current Advanced Amount:</td><td>$4,482,838.21 CAD</td></tr>
<tr><td>Available Amount:</td><td>$500,000.00 CAD</td></tr>
<tr><td>Type of Loan:</td><td>Demand Loan Non Revolving (DLNR), Fixed Rate Term Loan (FRTL) or Farm Mortgage</td></tr>
<tr><td>Purpose:</td><td>The existing DLNR 0721 6986-245 and $DLNR 0721 6988-865 are being consolidated under this facility as part of restructure. New loan in the amount of $4,946,057.17 to cover the 2 loans being consolidated.</td></tr>
<tr><td>Current Advances:</td><td>
<table>
<tr><th>Product type</th><th>Account #</th><th>Current Balance</th><th>Payment Amount</th><th>Payment Type</th><th>Payment Frequency</th><th>Interest Rate</th><th>Maturity Date</th></tr>
<tr><td>Demand Loan Non Revolving</td><td>0721-6988-865</td><td>$4,455,031.00</td><td>Varies</td><td>Irregular Payment</td><td>Monthly</td><td>4.45%</td><td>N/A</td></tr>
</table>
</td></tr>
<tr><td>Maximum Amortization:</td><td>275 months</td></tr>
<tr><td>Advance Options(each a "Loan" and collectively the "Loans")</td><td>Additional Details:

Irregular payment arrangement set up to align with business cashflow.
• Principal + interest payments from April to Septermber.
• Interest only payment from October to March.</td></tr>
<tr><td>Demand Loan Non Revolving</td><td>Interest Rate: Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 12, 2021 is 2.45%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.

OR

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.</td></tr>
</table>

	Prepayments of principal in whole or in part are permitted, without penalty
Farm Mortgage	*FCVRM (Farm Convertible Variable Rate Mortgage) OR FOVRM (Farm Open Variable Rate Mortgage) only* **Interest Rate:** Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 12, 2021 is 2.45%. *FFRM (Farm Fixed Rate Mortgage) only* A percentage rate per annum, calculated half yearly not in Advance, to be determined at time of Advance. **Repayment Terms:** Blended monthly payments comprising principal and interest to be monthly in arrears, on the first day of the month. The amount of the payment will be determined based on the loan amount, amortization and the interest rate in effect at the time of the Advance. Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. The balance of the loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the loan. *FCVRM (Farm Convertible Variable Rate Mortgage) OR FOVRM (Farm Open Variable Rate Mortgage) Only* Although the interest rate applicable to this Facility will change from time to time, the regular monthly payments shall not change (except as provided for in this paragraph. If the amount of any scheduled instalment payment is insufficient to pay all interest accrued when such payment is made, the accrued interest remaining unpaid shall itself bear interest at the specified interest rate until paid. If, as a result of increases in Prime Rate, the loan will not be repaid over the remaining amortization period based on the current scheduled instalment payment amount, BMO reserves the right to adjust the scheduled instalment payment amount, for the remainder of the term, on providing at least 30 days written notice to the Borrower. **Maximum Term:** 12 months **Maturity Date:** The first day of the month determined based on the term selected and the date of Advance. *FOVRM (Farm Open Variable Rate Mortgage) Only* **Prepayment Terms:** Fully open for prepayment, without penalty. *FFRM (Farm Fixed Rate Mortgage) only* **Prepayment Terms:** The Borrower shall not be entitled voluntarily to prepay any amounts except as

expressly set out below.

When not in Default, the Borrower may:

1. Prepay an amount of principal up to 10% of the original loan amount once every calendar year without prior notice, provided that such prepayment privileges shall not be cumulative.

2. Increase the regular blended payments by up to 10% of the amount of the payments immediately prior to such increase, once every calendar year without prior notice, provided that such prepayment privileges shall not be cumulative.

3. Prepay the total outstanding principal amount of the loan (but not part), without prior notice, upon payment to BMO of an additional amount (the "Prepayment Amount") equivalent to the greater of:

(i) An amount equivalent to three months interest at the actual mortgage rate on the principal amount of the indebtedness outstanding on the date of receipt by BMO of notice from the Borrower of prepayment (the "Acceleration Date"); or

(ii) The Interest Rate Differential.

For the purposes of this Letter of Agreement: (i)"Interest Rate Differential" means the present value of the amount by which the total amount of interest, calculated at the actual mortgage rate, on the principal amount of the Indebtedness outstanding on the Acceleration Date for a period beginning on that date and ending on the balance due date specified in the Facility, exceeds the total amount of interest on the amount prepaid, calculated at a reinvestment rate determined by BMO based on the remaining term of the Loan; (ii) "Indebtedness" means all amounts owing by the Borrower to BMO in connection with the loan.

FCVRM (Farm Convertible Variable Rate Mortgage) Only

Prepayment Terms: The Borrower shall not be entitled voluntarily to prepay any amounts except as expressly set out below.

When not in Default, the Borrower may:

1. Prepay an amount of principal up to 10% of the original loan amount once every calendar year without prior notice, provided that such prepayment privileges shall not be cumulative

2. Increase the regular blended payments by up to 10% of the amount of the payments immediately prior to such increase, once every calendar year without prior notice, provided that such prepayment privileges shall not be cumulative.

3. Prepay any outstanding principal amount of the loan, at any time without prior notice, upon payment to BMO of an additional amount equivalent to three months interest calculated at the then-current variable

	interest rate applicable to the loan on the amount of such principal prepayment and, if the full principal amount is repaid, an additional payment by the Borrower to BMO of any discharge or assignment fee required by BMO if BMO is by law entitled to claim such fee. If partial prepayment of principal is made, the amount and due date of regular instalment payments of principal and interest shall not change as a result of such prepayment. **Conversion Option:** The Borrower has the option to convert to a Farm Fixed Rate Mortgage with no prepayment charge: or to a Farm Open Variable Rate Mortgage subject to the payment of a prepayment charge of 3 months bonus interest.
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term. OR Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Prepayment Terms:** *Closed Term Loan Only* May not be prepaid, in whole or in part, prior to the maturity date. **Maximum Term:** 1 year **Maturity Date:** The last day of the month determined based on the term selected and the date of Advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

<table>
<tr><th colspan="2"></th><th colspan="8">Facility # 3 - Existing</th></tr>
<tr><td>Facility Authorization:</td><td colspan="8">$0.00 CAD</td></tr>
<tr><td>Current Advanced Amount:</td><td colspan="8">$0.00 CAD</td></tr>
<tr><td>Available Amount:</td><td colspan="8">$0.00 CAD</td></tr>
<tr><td>Type of Loan:</td><td colspan="8">Demand Loan Non Revolving (DLNR)</td></tr>
<tr><td>Purpose:</td><td colspan="8">Inventory financing</td></tr>
<tr><td>Current Advances:</td><td>Product type</td><td>Account #</td><td>Current Balance</td><td>Payment Amount</td><td>Payment Type</td><td>Payment Frequency</td><td>Interest Rate</td><td>Maturity Date</td></tr>
<tr><td></td><td>Demand Loan Non Revolving</td><td>0721-6986-245</td><td>$500,000.00</td><td>$0.00</td><td>Interest Only</td><td>Monthly</td><td>4.45%</td><td>N/A</td></tr>
<tr><td>Maximum Amortization:</td><td colspan="8">NA</td></tr>
<tr><td>Advance Options(each a "Loan" and collectively the "Loans")</td><td colspan="8">Additional Details: <u>This facility is to be paid out and closed</u> - $500M advance to be paid out with proceeds from Facility #2.</td></tr>
<tr><td>Demand Loan Non Revolving</td><td colspan="8">Interest Rate: Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable monthly . The Prime Rate in effect as of February 12, 2021 is 2.45%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:</td></tr>
</table>

	Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 4 - Existing								
Facility Authorization:	$530,000.00 CAD							
Current Advanced Amount:	$500,000.00 CAD							
Available Amount:	$30,000.00 CAD							
Type of Loan:	Overdraft lending product (ODL) or BMO Corporate Mastercard							
Purpose:	For general operating requirements							
Current Advances:	Product type	Account #	Current Balance	Payment Amount	Payment Type	Payment Frequency	Interest Rate	Maturity Date
	Overdraft Lending Product - CDN or USD	2738-1020-901	$469,766.71	$0.00	N/A	Monthly	4.45%	N/A
Advance	**Additional Details:** ODL limit temporarily increased from $500,000.00 to $530,000.00 (+$30,000.00 for 30							

Options(each a "Loan" and collectively the "Loans")	days) while set-up/funding for EDC-BCAP loan is underway. Limit to return to $500,000.00 after 30 days or when the funding of the BCAP loan is complete, whichever comes first.
Corporate MastercardÂ®*	**Interest Rate:** As determined by Corporate MasterCard Agreement. **Repayment Terms:** As determined by Corporate MasterCard Agreement. **Terms & Conditions:** As determined by Corporate MasterCard Agreement. Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.
Operating Demand Loan	**Interest Rate:** Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate in effect as of February 12, 2021 is 2.45%. **Facility Fee:** $75 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees. **Repayment Terms:** Repayable on demand **Other Costs:** BMO is not obliged to permit the Loan to exceed the Cap amount. In the event the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or $100, whichever is greater and a $5 overdraft handling charge per item that creates or increases the excess.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

The Borrower is permitted four account limit changes per month and a charge of $150/ change will apply for additional limit changes.

Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent Held:

1. Satisfactory review (site visit) of the Lands, and the condition of the improvements thereon.

Conditions Precedent to be Obtained:

1. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
2. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
3. Confirmation that all real property Taxes have been paid to date.
4. Completion of all loan and account documents and all security as outlined below.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.

2. Registered first-ranking All Indebtedness Mortgage and Assingment of Rents in the amount of $5,500,000.00 registered over PID: 004-231-384 Lot 2, Plan KAP3379, Section 15, Township 26, Land District 41 with the municipal address of 3240 Pooley Road, Kelowna, BC, V1W4G7 (the "Mortgaged Property") with appropriate enabling resolutions and Documentation

3. General Assignment of Book Debts of the Borrower with a first ranking

4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for Machinery and Equipment.

5. Notice for Registration from the Borrower under Section 427 of the Bank Act.

Security to be Obtained:

1. $5,726,000.00 Personal guarantee executed by Wyn P Lewis and Marion I Lewis.

2. All documents required by EDC for the EDC BCAP facility.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Financial Covenant	Description	Requirement	Frequency
Debt service coverage ratio	Financial Covenants will be calculated, in accordance with generally accepted accounting principles on the consolidated basis of the Borrower, and will be tested on an annual basis using external accountant prepared Notice to Reader financial statements of the Borrower at fiscal year-end. Debt Service Coverage Ratio: 1.10 (F2020) and 1.25 (F2021 onwards) Debt Service Coverage is, for a given period, (a) Earnings Before Tax, Interest, Depreciation and Amortization LESS: cash taxes, any dividends paid, any redemption of shares and less any balance sheet withdrawals by the owners; DIVIDED BY (b) mandatory principals and interest payments due on all borrower debt and capital leases during the same fiscal period.	Greater Than or Equal To 1.25	Annually

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.
2. The borrowers, guarantors, or any other future/other companies under control or management of borrowers and guarantors, each hereby agree with the Bank that, unless the Bank shall have consented in writing, so long as any advances hereunder remains outstanding, shall not;

a. Merge, amalgamate, acquire, re-organize or change direct or indirect control, without the Bank's prior written approval.
b. Hypothecate, charge, pledge or otherwise encumber their assets to secure any other indebtedness for borrowed money;
c. Enter into agreement to purchase or lease additional properties;
d. Sell any material assets without the prior written approval of the Bank.
e. Redeem any Share Capital, pay dividends or other distributions to shareholders, and/or fees or distributions to related entities; such that the financial covenant default would be created.

Reporting Requirements:

Annual	Provide the bank with the following information annually within 120 days of each year end unless otherwise stated: 1) Accountant prepared Review Engagement (or better) fiscal year-end financial statements, including notes, for Vibrant Vine Winery Inc. with annual Notice of Assessment, Corporate Tax Return (Full T2 General), and confirmation of taxes paid, if any, as requested by the bank. 2) Year-to-date, in-house, Income Statement and Balance Sheet (showing year-over-year comparisons) for: Vibrant Vine Winery Inc. including aged account receivable and accounts payable listings as requested by the bank. 3) A current inventory schedule identifying inventory for: bottled, bulk wine waiting to be bottled, and work in progress (WIP). 4) In-house projections for the next fiscal year. 5) Personal financial statement, supporting documentation as requested by the bank (including but not limited to Personal Income Tax Return [T1 General], confirmation of investments, etc.), with credit bureau authorization for: Wyn Lewis and Marion Lewis on annual basis (written or verbal format). 6) Confirmation of Fire Insurance, with BMO as first loss payee, for: 3240 Pooley Road - Kelowna BC. 7) Confirmation Property Taxes are paid and up to date for 3240 Pooley Road - Kelowna BC.
Quarterly	Provide the bank with the following information quarterly within 45 days of the end of each quarter (Quarters ending: 31MAR, 30JUN, 30SEP, and 31DEC): 1) In-house Quarterly and YTD Income Statement and Balance Sheet along with CashFlow forecast for remainder of fiscal year of the Borrower.
Monthly	NIL
Other	Provide the bank with the following information annually by June 30th each year end unless otherwise

	stated: 1) Evidence of Production (Crop) Insurance:Vine and crop coverage to be obtained on all eligible grape plantings leased and owned.

A $100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $7,500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually: at the date of this letter such fees are estimated to be $5600. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

British Columbia and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Covenants
Schedule B – Representations and Warranties
Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: NA

Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of December 07 2018, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than February 28, 2021. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
Bank of Montreal

By: _____
Name: Blake Pachenski
Title: Senior Relationship Manager

Accepted and agreed to this 25 (Day) **day of** February (Month), **20** 21 (Year)

BORROWER(S)

VIBRANT VINE WINERY INC.

Signature: Wyn P Lewis

Name: Wyn Lewis

Title: President

Agreement and Consent

GUARANTOR(S)

WYN P LEWIS

Signature: Wyn P Lewis

Name: Wyn P Lewis

Witness Signature: [signature]

Witness Name: Blake Pechenik

MARION I LEWIS

Signature: Marion I Lewis

Name: Marion I Lewis

Witness Signature: [signature]

Witness Name: Blake Pechenik

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

    If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.

2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.

3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.

4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.

5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.

6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.

7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.

8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.

9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.

10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.

11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.

2. Delivery of a duly executed copy of the Documentation.

3. Review of all necessary Approvals.

4. Review of all Material Contracts.

5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.

6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.

7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).

8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).

9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.

10. Confirmation that no Default shall have occurred or be continuing.

11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.

12. Any other document or action that BMO may reasonably require.

SCHEDULE D

DEFINITIONS

"**Advance**" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"**Approvals**" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"**Credit Parties**" means, collectively, the Borrower(s) and the Guarantor(s).

"**Default**" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"**Documentation**" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"**including**" means including but without limitation.

"**Laws**" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"**Litigation**" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"**Material Contracts**" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"**Obligations**" means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).

"**Prime Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"**Taxes**" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"**US Base Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.

This is Exhibit "C" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

FORM_B_V23

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Jan-07-2019 11:36:18.001

CA7282316 CA7282317

MORTGAGE - PART 1 Province of British Columbia

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

Patrick Bobyn E6HVCM
Digitally signed by Patrick Bobyn E6HVCM
Date: 2018.12.28 14:42:40 -08'00'

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

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street

Phone 250-762-2108
Client No. 10332
JAP/46857.319-jlb

Kelowna BC V1Y 2B3

Document Fees: $143.16

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

004-231-384 **LOT 2 SEC 15 TP 26 ODYD PLAN 3379**

STC? YES ☐

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

WYN LEWIS, BUSINESSMAN
MARION LEWIS, BUSINESSWOMAN
3240 POOLEY ROAD
KELOWNA BRITISH COLUMBIA
AS JOINT TENANTS V1W 4G7 CANADA

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

BANK OF MONTREAL
A CANADIAN CHARTERED BANK, HAVING A BRANCH OFFICE AND POSTAL ADDRESS AT
294 BERNARD AVENUE
KELOWNA BRITISH COLUMBIA
CANADA V1Y 6N4

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$5,000,000.00	Mortgagee's Prime Rate + 5% per annum	N/A			
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	First day of each month	N/A			
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	(i) Last Payment Date:			
N/A	N/A % per annum.	N/A			
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number:	(k) Place of payment:	(l) Balance Due Date:			
Page 14, Paragraph F MT160005	Postal Address in item 4	On Demand			

MORTGAGE – PART 1 PAGE 2 OF 2 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Freehold ☑
Other (specify) ☐

9. MORTGAGE TERMS:
Part 2 of this mortgage consists of (select one only):
(a) Prescribed Standard Mortgage Terms ☐
(b) Filed Standard Mortgage Terms ☑ D F Number: MT160005
(c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)
A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

NIL.

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

STATUTORY RIGHT OF WAY KG29257, STATUTORY RIGHT OF WAY KM4008, STATUTORY RIGHT OF WAY CA3676385 AND STATUTORY RIGHT OF WAY CA3676386

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

Officer Signature(s)	Execution Date Y	M	D	Borrower(s) Signature(s)
Marc R.B. Whittemore Barrister & Solicitor 830 Bernard Avenue Kelowna, BC V1Y 6P5 Phone: (250)868-2202 (as to both signatures)	18	12	20	WYN LEWIS MARION LEWIS

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

Land Title Act
Charge
General Instrument – Part 1

KAMLOOPS LAND TITLE OFFICE
MAR 15 2023 09:14:26.001
CB518340

Document Fees: $76.32

1. Application

Bryan Gibbons (Giovanna Russo)
LAWSON LUNDELL LLP, Barristers and Solicitors
925 WEST GEORGIA STREET, 16TH FLOOR
VANCOUVER BC V6C 3L2
6046853456

2. Description of Land

PID/Plan Number	Legal Description
004-231-384	LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA7282316	

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WYN LEWIS

MARION LEWIS

6. Transferee(s)

BANK OF MONTREAL
294 BERNARD AVENUE
KELOWNA BC V1Y 6N4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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)
MARC R. B. WHITTEMORE **Barrister & Solicitor** 830 BERNARD AVENUE KELOWNA BC V1Y 6P5 PHONE: (250) 868-2202	YYYY-MM-DD **2023-03-10**	**WYN LEWIS** **MARION LEWIS**

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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
BRYAN C. GIBBONS **Barrister & Solicitor** 1600 - 925 WEST GEORGIA ST. VANCOUVER BC V6C 3L2 (604) 685-3456	YYYY-MM-DD **2023-02-16**	**BANK OF MONTREAL** By their Authorized Signatory **Name: STEVE LUM ACCOUNT MANAGER** **Name: DANIEL YAMASAKI ACCOUNT MANAGER**

Officer Certification

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Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Bryan Craig Gibbons CET2E1
Digitally signed by Bryan Craig Gibbons CET2E1
Date: 2023-03-15 09:06:55 -07:00

© Copyright 2023, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT – PART 2

WHEREAS:

A. The Transferor (as defined in item 5 of the attached *Land Title Act* Form C) is the registered owner of lands and premises more particularly described in item 2 of the attached *Land Title Act* Form C (the "**Lands**");

B. By a mortgage (the "**Mortgage**") dated December 20, 2018, registered in the Kamloops Land Title Office on January 7, 2019, under No. CA7282316, the Transferor did mortgage and charge in favour of the Transferee (as defined in item 6 of the attached *Land Title Act* Form C) the Lands to secure the principal sum of $5,000,000.00, together with interest and other monies as therein set out;

C. The Transferor and the Transferee have agreed to amend the Mortgage in the manner hereinafter set out.

NOW THEREFORE THIS INSTRUMENT WITNESSES that in consideration of One Dollar ($1.00) now paid by each party to other (the receipt whereof is hereby acknowledged) and the mutual covenants below, the parties agree as follows:

1. The Mortgage be and is hereby amended as follows:

   (a) by increasing the principal amount secured thereby from $5,000,000.00 to $6,000,000.00 and, accordingly, the *Land Title Act* Form B forming Part 1 of the Mortgage is hereby amended by deleting the contents of item 5(a) "Principal Amount" and by substituting the following therefor:

   "(a) Principal Amount:

   $6,000,000.00."

2. For greater certainty, and without limiting any of the foregoing, as further and continuing security for the indebtedness and liabilities expressed to be secured by the Mortgage, the Transferor hereby mortgages, grants, charges and assigns to and in favour of the Transferee, and its successors and assigns, all of the Transferor's right, title and interest in and to the Lands to secure the principal amount of $6,000,000.00, plus interest and other monies as provided in the Mortgage, all on the terms and conditions contained in the Mortgage, as modified hereby.

3. The Transferor acknowledges and agrees that all of the mortgages, grants, transfers, charges and assignments and the covenants contained in the Mortgage shall continue in full force and effect, except as modified hereby.

4. The Mortgage shall, from the date hereof, be read and construed in accordance with this Agreement and the Mortgage as so amended, together with all covenants, agreements, conditions and provisos thereof, shall remain in full force and effect and is hereby ratified and confirmed by the Transferor. Nothing contained in this Agreement shall create any merger of or alter or prejudice the rights of the Transferee with respect to:

   (a) any security collateral to the Mortgage or to any obligation secured thereby;

   (b) the Transferor and any covenantor, surety or subsequent encumbrancer or any other person not a

party hereto and liable to pay any amount secured by the Mortgage; or

(c) any person otherwise interested in the Lands or the rights of any such covenantor, surety or subsequent encumbrancer or other person,

all of which rights are hereby reserved.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

By executing the Land Title Act Form C attached hereto and forming Part 1 of this Agreement on the date set out on the Form C, the Transferor has indicated its acknowledgement of and agreement to be bound by the foregoing Terms of Instrument forming Part 2 of this Agreement.

END OF DOCUMENT

bc Land Title & Survey

Land Title Act
Charge
General Instrument – Part 1

KAMLOOPS LAND TITLE OFFICE
DEC 05 2023 16:12:03.001
CB1061632

Document Fees: $78.17

1. Application

Noor Mann (Giovanna Russo)
LAWSON LUNDELL LLP, Barristers and Solicitors
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2
6046853456

14134-168528

2. Description of Land

PID/Plan Number	Legal Description
004-231-384	LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	**CA7282316**	**as modified by CB518340**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WYN LEWIS

MARION LEWIS

6. Transferee(s)

BANK OF MONTREAL
294 BERNARD AVENUE
KELOWNA BC V1Y 6N4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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)
Marc R. B. Whittemore **Barrister & Solicitor** 830 Bernard Avenue Kelowna BC V1Y 6P5	YYYY-MM-DD **2023-11-29**	**WYN LEWIS** **MARION LEWIS**

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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Bryan C. Gibbons **Barrister & Solicitor** 1600-925 West Georgia Street Vancouver BC V6C 3L2	YYYY-MM-DD **2023-12-05**	**BANK OF MONTREAL** By their Authorized Signatory **Name: Steve Lum, Account Manager** **Name: Gus Efstratoudakis, Senior Account Manager**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Noorprit Singh Mann VN584H

Digitally signed by Noorprit Singh Mann VN584H
Date: 2023-12-05 15:25:20 -08:00

© Copyright 2023, Land Title and Survey Authority of BC. All rights reserved.

TERMS OF INSTRUMENT – PART 2

WHEREAS:

A. The Transferor (as defined in item 5 of the attached *Land Title Act* Form C) is the registered owner of lands and premises more particularly described in item 2 of the attached *Land Title Act* Form C (the "**Lands**");

B. By a mortgage (the "**Mortgage**") dated December 20, 2018, registered in the Kamloops Land Title Office on January 7, 2019, under No. CA7282316, as modified by a modification registered in the Kamloops Land Title Office on March 15, 2023 under No. CB518640, the Transferor did mortgage and charge in favour of the Transferee (as defined in item 6 of the attached *Land Title Act* Form C) the Lands to secure the principal sum of $6,000,000.00, together with interest and other monies as therein set out;

C. The Transferor and the Transferee have agreed to further amend the Mortgage in the manner hereinafter set out.

NOW THEREFORE THIS INSTRUMENT WITNESSES that in consideration of One Dollar ($1.00) now paid by each party to other (the receipt whereof is hereby acknowledged) and the mutual covenants below, the parties agree as follows:

1. The Mortgage be and is hereby amended as follows:

   (a) by increasing the principal amount secured thereby from $6,000,000.00 to $7,000,000.00 and, accordingly, the *Land Title Act* Form B forming Part 1 of the Mortgage is hereby amended by deleting the contents of item 5(a) "Principal Amount" and by substituting the following therefor:

   "(a) Principal Amount:

   $7,000,000.00."

2. For greater certainty, and without limiting any of the foregoing, as further and continuing security for the indebtedness and liabilities expressed to be secured by the Mortgage, the Transferor hereby mortgages, grants, charges and assigns to and in favour of the Transferee, and its successors and assigns, all of the Transferor's right, title and interest in and to the Lands to secure the principal amount of $7,000,000.00, plus interest and other monies as provided in the Mortgage, all on the terms and conditions contained in the Mortgage, as modified hereby.

3. The Transferor acknowledges and agrees that all of the mortgages, grants, transfers, charges and assignments and the covenants contained in the Mortgage shall continue in full force and effect, except as modified hereby.

4. The Mortgage shall, from the date hereof, be read and construed in accordance with this Agreement and the Mortgage as so amended, together with all covenants, agreements, conditions and provisos thereof, shall remain in full force and effect and is hereby ratified and confirmed by the Transferor. Nothing contained in this Agreement shall create any merger of or alter or prejudice the rights of the Transferee with respect to:

   (a) any security collateral to the Mortgage or to any obligation secured thereby;

(b) the Transferor and any covenantor, surety or subsequent encumbrancer or any other person not a party hereto and liable to pay any amount secured by the Mortgage; or

(c) any person otherwise interested in the Lands or the rights of any such covenantor, surety or subsequent encumbrancer or other person,

all of which rights are hereby reserved.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

By executing the Land Title Act Form C attached hereto and forming Part 1 of this Agreement on the date set out on the Form C, the Transferor has indicated its acknowledgement of and agreement to be bound by the foregoing Terms of Instrument forming Part 2 of this Agreement.

END OF DOCUMENT

This is Exhibit "D" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

FORM_B_V25

KAMLOOPS LAND TITLE OFFICE

Jan-16-2020 13:04:12.001

CA7984390 CA7984391

LAND TITLE ACT
FORM B (Section 225)

MORTGAGE - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

James Andrew Paterson VLG6KX

Digitally signed by James Andrew Paterson VLG6KX
Date: 2020.01.16 13:01:22 -08'00'

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

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3
Phone 250-762-2108
Client No. 10332
JAP/46857.380-jlb
Document Fees: $148.32 STC Fees: $14.83 Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

004-231-384 LOT 2 SEC 15 TP 26 ODYD PLAN 3379

STC? YES ☑

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

WYN LEWIS, BUSINESSMAN
MARION LEWIS, BUSINESSWOMAN
3240 POOLEY ROAD
KELOWNA BRITISH COLUMBIA
AS JOINT TENANTS V1W 4G7 CANADA

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

BANK OF MONTREAL
A CANADIAN CHARTERED BANK, HAVING A BRANCH OFFICE AND POSTAL ADDRESS AT
294 BERNARD AVENUE
KELOWNA BRITISH COLUMBIA
CANADA V1Y 6N4

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$500,000.00	Mortgagee's Prime Rate + 5% per annum	N/A			
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	First day of each month	N/A			
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	(i) Last Payment Date:			
N/A	N/A % per annum.	N/A			
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number:	(k) Place of payment:	(l) Balance Due Date:			
Page 14, Paragraph F, MT190023	Postal Address in item 4	On Demand			

MORTGAGE – PART 1 PAGE 2 OF 2 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Fee Simple ☑
Other (specify) ☐

9. MORTGAGE TERMS:
Part 2 of this mortgage consists of (select one only):
(a) Prescribed Standard Mortgage Terms ☐
(b) Filed Standard Mortgage Terms ☑ D F Number: MT190023
(c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)
A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

NIL.

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

STATUTORY RIGHT OF WAY KG29257, STATUTORY RIGHT OF WAY KM4008, STATUTORY RIGHT OF WAY CA3676385, STATUTORY RIGHT OF WAY CA3676386, MORTGAGE CA7282316 AND ASSIGNMENT OF RENTS CA7282317

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

Officer Signature(s)	Execution Date Y	M	D	Borrower(s) Signature(s)
MARC R. B. WHITTEMORE Barrister & Solicitor 830 BERNARD AVENUE KELOWNA, BC V1Y 6P5 PHONE: (250) 868-2202	20	01	16	WYN LEWIS MARION LEWIS

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

LAND TITLE ACT
FORM B (Section 225)

MORTGAGE - PART 1 Province of British Columbia

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

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3
Phone 250-762-2108
Client No. 10332
JAP/46857.380-jlb

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

004-231-384 **LOT 2 SEC 15 TP 26 ODYD PLAN 3379**

STC? YES ☑

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

WYN LEWIS, BUSINESSMAN
MARION LEWIS, BUSINESSWOMAN
3240 POOLEY ROAD
KELOWNA BRITISH COLUMBIA
AS JOINT TENANTS V1W 4G7 CANADA

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

BANK OF MONTREAL
A CANADIAN CHARTERED BANK, HAVING A BRANCH OFFICE AND POSTAL ADDRESS AT
294 BERNARD AVENUE
KELOWNA BRITISH COLUMBIA
CANADA V1Y 6N4

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
$500,000.00	Mortgagee's Prime Rate + 5% per annum	N/A			
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
Monthly, not in advance	First day of each month	N/A			
(g) Amount of each periodic payment:	(h) *Interest Act* (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	(i) Last Payment Date:			
N/A	N/A % per annum.	N/A			
(j) Assignment of Rents which the applicant wants registered ? YES ☑ NO ☐ If YES, page and paragraph number:	(k) Place of payment:	(l) Balance Due Date:			
Page 14, Paragraph F, MT190023	Postal Address in item 4	On Demand			

MORTGAGE – PART 1 PAGE 2 OF 2 PAGES

6. MORTGAGE contains floating charge on land ?
YES ☐ NO ☑

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

8. INTEREST MORTGAGED:
Fee Simple ☑
Other (specify) ☐

9. MORTGAGE TERMS:
Part 2 of this mortgage consists of (select one only):
(a) Prescribed Standard Mortgage Terms ☐
(b) Filed Standard Mortgage Terms ☑ D F Number: MT190023
(c) Express Mortgage Terms ☐ (annexed to this mortgage as Part 2)
A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:
NIL.

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:
STATUTORY RIGHT OF WAY KG29257, STATUTORY RIGHT OF WAY KM4008, STATUTORY RIGHT OF WAY CA3676385, STATUTORY RIGHT OF WAY CA3676386, MORTGAGE CA7282316 AND ASSIGNMENT OF RENTS CA7282317

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

Officer Signature(s)

MARC R. B.WHITTEMORE
Barrister & Solicitor
830 BERNARD AVENUE
KELOWNA, BC V1Y 6P5
PHONE: (250) 868-2202

Execution Date		
Y	M	D
20	01	16

Borrower(s) Signature(s)

WYN LEWIS

MARION LEWIS

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.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt from **BANK OF MONTREAL** of:

1. a true copy of the set of Standard Mortgage Terms filed under No. MT190023, and

2. a copy of the Mortgage - Part 1 (Form B *Land Title Act*) described below and any Schedule(s) referred to therein,

at or before the time that I executed the Mortgage - Part 1.

Dated January 16, 2020.

WYN LEWIS

MARION LEWIS

DESCRIPTION OF MORTGAGE

NAME OF LENDER:	**BANK OF MONTREAL**
NAME OF GUARANTOR	**WYN LEWIS AND MARION LEWIS**
DATE OF EXECUTION BY GUARANTOR	January 16, 2020
PARCEL IDENTIFIER AND LEGAL DESCRIPTION:	PID: 004-231-384 Lot 2 Section 15 Township 26 Osoyoos Division Yale District Plan 3379

CANADA

PROVINCE OF

BRITISH COLUMBIA

IN THE MATTER OF a Mortgage and Assignment of Rents (collectively, the "Mortgage") granted by **WYN LEWIS AND MARION LEWIS**, in favour of **BANK OF MONTREAL** (the "Lender")

TO WIT:

We, **WYN LEWIS** and **MARION LEWIS**, both of the City of Kelowna, in the Province of British Columbia, do solemnly declare that:

1. We are the legal and beneficial owners of the property described as:

   PID: 004-231-384
   Lot 2 Section 15 Township 26 Osoyoos Division Yale District Plan 3379

   (the "Property")

   and no other corporation or person has any interest in the Property.

2. We have reviewed the non-financial charges registered on title to the Property and confirm that we have complied with all covenants and agreements contained therein.

3. We make this declaration for the purpose of inducing the Lender to advance funds being secured by certain security including the Mortgage to be registered against the Property and we are aware that in making such advance the Lender will be relying on the statements herein contained.

And we make this declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the **Canada Evidence Act**.

DECLARED BEFORE ME at the City of Kelowna, in the Province of British Columbia, this 16 day of January, 2020.

A COMMISSIONER FOR TAKING AFFIDAVITS WITHIN BRITISH COLUMBIA

MARC R. B.WHITTEMORE
Barrister & Solicitor
830 BERNARD AVENUE
KELOWNA, BC V1Y 6P5
PHONE: (250) 868-2202

As to both signatures

WYN LEWIS

MARION LEWIS

CERTIFICATE OF PROPERTY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Bank of Montreal	Vibrant Vine Winery Inc.
294 Bernard Avenue	3240 Pooley Rd
Kelowna BC POSTAL CODE V1Y 6N4	Kelowna British Columbia POSTAL CODE V1W 4G7

3. LOCATION OF PREMISES / DESCRIPTION OF PROPERTY TO WHICH THIS CERTIFICATE APPLIES

3240 Pooley Rd, Kelowna, British Columbia V1W 4G7

PID: 004-231-384, Lot 2 Section 15 Township 26 Osoyoos Division Yale District Plan 3379

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF INSURANCE (Canadian dollars unless indicated otherwise)		
				COVERAGE	DEDUCTIBLE	AMOUNT OF INSURANCE
☑ PROPERTY ☐ NAMED PERILS ☑ BROAD FORM ☐ CO-INSURANCE % ☑ STATED AMOUNT ☐ MARGIN CLAUSE %	The Sovereign General Insurance Company - SOV79687481	2020/01/10	2020/07/02	☐ P.O.E.D ☐ RC ☐ ACV		
				☑ BUILDING ☑ RC ☐ ACV	$1,000	$2,820,219
				☐ EQUIPMENT ☐ RC ☐ ACV		
				☐ STOCK ☐ RC ☐ ACV		
				☐ C.O.E.D ☐ RC ☐ ACV		
				☐ BUSINESS INCOME		
				☐ EXTRA EXPENSE		
				☐ RENTAL INCOME		
				☑ EARTHQUAKE	5%	
				☑ FLOOD	$10,000	
				☑ SEWER BACKUP	$2,500	
☐ INLAND MARINE ☐ NAMED PERILS ☐ BROAD FORM ☐ ACTUAL CASH VALUE ☐ REPLACEMENT COST				☐ CONTRACTOR'S EQUIPMENT		
				☐ CARGO		
				☐		
				☐		
☑ BOILER & MACHINERY/ EQUIPMENT BREAKDOWN OPTION #	The Sovereign General Insurance Company - SOV79687481	2020/01/10	2020/07/02		$1,000	$2,820,219
Commercial General Liability	The Sovereign General Insurance Company - SOV79687481	2020/01/10	2020/07/02	Each Occurrence Limit	$1,000	$5,000,000

5. ADDITIONAL INFORMATION

STANDARD MORTGAGE CLAUSE INCLUDED

6. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

7. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	8. INTERESTED PARTY NAME AND MAILING ADDRESS
CapriCMW Insurance Services Ltd.	Bank of Montreal
100-1500 Hardy Street	294 Bernard Avenue
Kelowna BC POSTAL CODE V1Y 8H2	Kelowna BC POSTAL CODE V1Y 6N4
BROKER CLIENT ID: VIBRA-4	NATURE OF INTEREST: FIRST & SECOND LOSS PAYEE

9. CERTIFICATE AUTHORIZATION

ISSUER CapriCMW Insurance Services Ltd.	CONTACT INFORMATION TYPE Bus. NO. (250) 869-3811 TYPE Cell NO.
AUTHORIZED REPRESENTATIVE Lana Hunnie	EMAIL ADDRESS lhunnie@capricmw.ca
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE January 10, 2020

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CUSTOM INSURANCE SOLUTIONS

CapriCMW | PRIVATE CLIENT SERVICES

CapriCMW Insurance Services Ltd.
100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2
T 250-860-2426 TF 1 800 670 1877 F 250-860-1213
capricmw.ca

CERTIFICATE OF INSURANCE

ISSUED TO:	MARC R.B. WHITTEMORE
ATTN:	TERRY KNIGHT
INSURED:	Wyn Lewis & Marion Lewis
EFFECTIVE DATE:	JANUARY 10, 2020- AUGUST 25, 2020
LOCATION:	3240 Pooley Road KelownaBCV1W4G7
LEGAL DESCRIPTION:	PID 004-231-384, LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

COVERAGE:

Type:	COMPREHENSIVE HOMEOWNERS COVERAGE
Dwelling Building:	$4,772,000 Guaranteed Replacement Cost
Contents:	$3,340,400
Liability:	$2,000,000
Deductible:	$10,000

INSURANCE COMPANY:	Chubb Insurance Company
POLICY NUMBER:	30234702
1ST AND 2ND LOSS PAYABLE:	Bank of Montreal 294 Bernard Avenue Kelowna, BC V1Y6N4

CapriCMW Insurance Services Ltd.

PER:_____
Caroline Miller

Dated This Day: January 10, 2020

Cover is on Underwriters standard terms for the class of cover and ceases upon issuance of policy(ies) or 60 days after the effective date, whichever first occurs. Immediate notice must be given if any changes are required. E.&O.E.

THIS DOCUMENT CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.
STANDARD MORTGAGE CLAUSE APPLIES.

PROPERTY TAX CERTIFICATE

kelowna.ca

Printed: Jan 8, 2020
Number: 12200

1435 Water Street
Kelowna, BC V1Y 1J4
P: 250-469-8757
E: revenue@kelowna.ca

This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes.
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 APIC
W/16237/Vibrant

Owner

LEWIS, WYN
LEWIS, MARION
1-3240 POOLEY RD
KELOWNA BC V1W 4G7

Property

Folio: 04403.000 **LTO No.:** CA2185771
Pid: 004-231-384 **MHR No.:**
Civic: 3240 POOLEY RD
Legal: PL KAP3379, LT 2, SEC 15, TWP 26,
Status: ACTIVE

General Property Information

Item	Setting	Description
S.E. KELOWNA IRRIGATED ACREAGE	10.9	

2020 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	MULTIPLE	NET	110,249	5,099,000	5,209,249
SCHOOL	MULTIPLE	NET	98,724	5,099,000	5,197,724
HOSPITAL	MULTIPLE	NET	98,724	5,099,000	5,197,724

2019 Levies, Grants, Deferrals

Total Levy	**38,106.76**
Grant Available	
65 and over	0.00
Under 65	0.00
Grant Claimed	0.00
Deferred	0.00

Property Taxes Owing As At Jan 8, 2020

Delinquent (2018)	0.00
Arrears (2019)	0.00
Interest to Jan 8, 2020	0.00
Current (2020)	0.00
	0.00
Penalties	0.00
Total Taxes Owing	**0.00**

2020 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Jan 8, 2020	**0.00**

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
10106 COLLECTION	360.60
10106 UPGRD GARBAGE CART	90.00

Utility Account Number 1046942

Utility Billing Customer Care:
email: utilitybilling@kelowna.ca or phone: 250-469-8757 (option 2)

If this property is in South East Kelowna, please email Utility Billing Customer Care for an estimate of the October 1 to December 15 2019 billing period.

Unpaid Arrears	0.00
Balance of Last Bill - Due **Jan 21, 2020**	1,006.10
Account Balance as at Jan 8, 2020	**1,006.10**

Account Type	AGRICULTURAL
Number of Unit(s) on Premises	1

Details of Last Bill

Charges on Last Bill	1,267.55
Payments Applied	-261.45
Penalties	0.00
Adjustments	0.00

Bi-Monthly Billing History

Description	Amount	Covers	Days	Consumption
Oct 16, 2019 TO Dec 15, 2019				
TOTAL CHARGES FOR 2019 PERIOD 6	1,267.55	15-Oct-19 16-Dec-19	63	

Utility Account Number 1047368

Utility Billing Customer Care:
email: utilitybilling@kelowna.ca or phone: 250-469-8757 (option 2)

If this property is in South East Kelowna, please email Utility Billing Customer Care for an estimate of the October 1 to December 15 2019 billing period.

Unpaid Arrears	0.00
Balance of Last Bill - Due **Jan 21, 2020**	217.42
Account Balance as at Jan 8, 2020	**217.42**

Details of Last Bill

Charges on Last Bill	217.42

		Payments Applied	0.00
Account Type	COMMERCIAL SM	Penalties	0.00
Number of Unit(s) on Premises	1	Adjustments	0.00

Bi-Monthly Billing History

Description	Amount	Covers	Days	Consumption
Oct 16, 2019 TO Dec 15, 2019				
TOTAL CHARGES FOR 2019 PERIOD 6	217.42	15-Oct-19 15-Dec-19	62	111.00

Important Property Comments

S.E. KELOWNA ANNUAL IRRIGATION	This is a S.E. Kelowna Agricultural property that is billed for irrigation water annually on the utility account on December 16 each year for the billing period of January 1 to December 31 of that same year. The current rate is $96.30 per irrigated acre. The number of acres can be found on this tax certificate under the General Property Information heading.

E & O/E

This is Exhibit "E" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

BMO Bank of Montreal

British Columbia — P.P.S.A.
General Security Agreement with Floating Charge
(For Corporations Only)

THIS SECURITY AGREEMENT is made the 10TH day of DECEMBER, 2018 (year).

BETWEEN:

OKANAGANVILLA VINEYARDS AND EVENTS CORP.,

a British Columbia company (No. BC0815919)

having its chief executive office at 3240 POOLEY ROAD, KELOWNA,

British Columbia, V1W 4G7;

(the "Borrower")

AND:

BANK OF MONTREAL, a Chartered Bank of Canada with head office in Montreal, Quebec, and having a branch office at 294 BERNARD AVENUE, KELOWNA, British Columbia, V1Y 6N4;

(the "Bank")

1. SECURITY INTEREST

1.1 For consideration the Borrower does hereby:

(a) mortgage and charge as and by way of a fixed and specific charge. and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (including without limitation client lists, client records and client files) and wheresoever situate, and all proceeds thereof and therefrom including:

(i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");

(ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

(iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

(iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Borrower that are not Equipment, Inventory or Accounts;

(v) all contractual rights, licenses, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Borrower, all other choses in action of the Borrower of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower, and all other intangible property of the Borrower which is not Accounts, chattel paper, instruments, documents of title, securities or money; and

(vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedule A hereto; and

(b) charge as and by way of a floating charge, and grant to the Bank a security interest in and to:

(i) all the Borrower'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, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and

(ii) all assets and undertakings of the Borrower, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to Clause 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefor are hereby excepted out of any charge or security interest created by this Security Agreement but the Borrower shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Bank shall direct.

3. ATTACHMENT

The Borrower acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Borrower has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4. PROHIBITIONS

Without the prior written consent of the Bank the Borrower shall not have power to:

(a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(b) grant, sell, or otherwise assign its chattel paper.

5. OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Borrower or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Borrower to the Bank (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower or, if the Borrower is a partnership, of the partners, of the Borrower, and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations hereunder, legal, valid and binding.

6.2 The Borrower represents and warrants that the Borrower lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, consented to in writing by the Bank or shown in any Schedule hereto, and the Borrower has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

7. COVENANTS OF THE BORROWER

7.1 The Borrower covenants that at all times while this Security Agreement remains in effect the Borrower will:

(a) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons;

(b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;

(c) maintain the Collateral in good order and repair;

(d) forthwith pay:

(i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish such security as the Bank may require; and

(ii) all security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any Security Interest created by this Security Agreement;

(e) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:

(i) inspecting the Collateral;

(ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement;

(iii) investigating title to the Collateral;

(iv) taking, recovering and keeping possession of the Collateral;

(v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;

(f) at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Bank in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;

(g) notify the Bank promptly of:

i) any change in the information contained herein relating to the Borrower, its business or the Collateral, including without limitation any change of name or address of the Borrower and any change in the present location of any Collateral;

(ii) the details of any material acquisition of Collateral;

(iii) any material loss or damage to Collateral;

(iv) any material default by any account debtor in payment or other performance of his obligations to the Borrower with respect to any Accounts; and

(v) the return to or repossession by the Borrower of Collateral where such return or repossession of Collateral is material in relation to the business of the Borrower;

(h) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(i) carry on and conduct its business in a proper and business-like manner, including maintenance of proper books of account and records;

(j) permit the Bank and its representatives, at all reasonable times, access to all its property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;

(k) deliver to the Bank from time to time promptly upon request:

(i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

(iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

(iv) such information concerning Collateral, the Borrower and the Borrower's business and affairs as the Bank may require; and

(l) observe and perform the additional covenants set out in Schedule B hereto, if any.

7.2 The Borrower covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

(a) declare or pay any dividends;

(b) purchase or redeem any of its shares or otherwise reduce its share capital;

(c) become guarantor of any obligation; or

(d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Borrower.

8. INSURANCE

8.1 The Borrower covenants that at all times while this Security Agreement is in effect the Borrower shall:

(a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to the full insurable value against loss or damage by fire including extended coverage endorsement and in the case of motor vehicles, maintain insurance against theft;

(b) cause the insurance policy or policies required hereunder to be assigned to the Bank and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and

(c) pay any premium in connection with such insurance, and deliver all such policies to the Bank, if it so requires.

8.2 If proceeds of any insurance required hereunder become payable, the Bank may, in its absolute discretion apply such proceeds to such part or parts of the Obligations as the Bank may see fit or the Bank may release any such insurance proceeds to the Borrower for the purpose of repairing, replacing or rebuilding, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank thereof and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing herein contained shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of the Bank as a loss payee on any cheque or draft which may be issued with respect to a claim under and by virtue of such insurance, and the production by the Bank to any insurer of a certified copy of this Security Agreement shall be its full and complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required by Clause 8.1, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Bank considers necessary for its protection.

9. PERFORMANCE OF OBLIGATIONS

If the Borrower fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Borrower to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as herein provided, without the prior written consent of the Bank the Borrower will not:

(a) sell, lease or otherwise dispose of the Collateral;

(b) release, surrender or abandon possession of the Collateral; or

(c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, at any time without the consent of the Bank the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

11. DEFAULT

11.1 The Borrower shall be in default under this Security Agreement, unless waived by the Bank, in any of the following events:

(a) the Borrower makes default in payment when due of any indebtedness or liability of the Borrower to the Bank; or

(b) the Borrower is in breach of any term, condition, obligation or covenant to the Bank, or any representation or warranty to the Bank is untrue, whether or not contained in this Security Agreement; or

(c) the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment; or

(d) a receiver, receiver and manager or receiver manager of all or any part of the Collateral is appointed; or

(e) an order is made or an effective resolution is passed for winding up the Borrower; or

(f) the Borrower ceases or threatens to cease to carry on all or a substantial part of its business; or

(g) an order of execution against the Collateral or any part thereof remains unsatisfied for a period of 10 days; or

(h) without the prior written consent of the Bank, the Borrower creates or permits to exist any security interest in, charge, encumbrance, lien on or claim against any of the Collateral which ranks or could in any event rank in priority to or pari passu with any of the Security Interests created by this Security Agreement; or

(i) the holder of any other security interest, charge, encumbrance or lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or

(j) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person; or

(k) the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.

11.2 For the purposes of Section 203 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 earliest of:

(a) the occurrence of an event described in Clause 11.1 (c), (d), (e) or (f); or

(b) the Bank taking any action pursuant to Clause 12 to enforce and realize on the Security Interests created by this Security Agreement.

12. ENFORCEMENT

12.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immeditely become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

(a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;

(b) enter upon any premises of the Borrower and take possession of the Collateral with power to exclude the Borrower, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;

(c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;

(d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of such sale, lease or other disposition until the monies therefor are actually received; and

(e) exercise all of the rights and remedies of a secured party under the Act.

12.2 A Receiver appointed pursuant to this Security Agreement shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Borrower and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or pari passu with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

(a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:

(i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and

(ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

(b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;

(c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Borrower, any surplus will be paid to the Borrower.

13. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Borrower will immediately pay to the Bank the amount of such deficiency.

14. LIABILITY OF BANK

The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Borrower hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

15. APPOINTMENT OF ATTORNEY

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Borrower for and in the name of the Borrower to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement.

16. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the provisions of Part V of the Act. All monies or other forms of payment received by the Borrower in payment of any Account will be received and held by the Borrower in trust for the Bank.

17. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

18. CONSOLIDATION

In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

19. LIABILITY TO ADVANCE

Except to the extent that the Bank:

(a) by accepting bills of exchange drawn on it by the Borrower, or

(b) by issuing letters of credit or letters of guarantee on the application of the Borrower,

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

21. NOTICE

Notice may be given to either party by sending it through the post in prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided herein or at such other address as may be given in writing by such party to the other, and any notice if posted shall be deemed to have been given at the expiration of three business days after posting and if delivered, on delivery.

22. EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, account debtors of the Borrower, sureties and others and with Collateral and other security interests as the Bank may see fit without prejudice to the liability of the Borrower or the Bank's right to hold and realize on the Security Interests created by this Security Agreement.

23. NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Borrower or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Borrower or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

The Bank may, without further notice to the Borrower, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Borrower expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and payment to the Bank of a discharge fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

27. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Borrower.

28. INTERPRETATION

28.1 In this Security Agreement:

(a) "Collateral" has the meaning set out in Clause 1 hereof and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof;

(b) "the Act" means the Personal Property Security Act (British Columbia) and all regulations thereunder, as amended from time to time.

28.2 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

28.4 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.5 This Security Agreement shall be governed by the laws of British Columbia.

29. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower hereby:

(a) acknowledges receiving a copy of this Security Agreement; and

(b) waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

IN WITNESS WHEREOF the Borrower has executed this Security Agreement this 10th day of December, 2018 (year).

Okanagan Villa Vineyards and Events Corp.
Borrower(s) Signature(s)

by its authorized signatory
WYN LEWIS

PRESIDENT

SCHEDULE A

1. General Collateral, other than Serial Numbered Goods (insert description of Equipment by item or kind)

2. Serial Numbered Goods

Type	Serial No./ Dept. of Transport No.	Year	Make and Model

SCHEDULE B

Additional Covenants

7.1(l) The Borrower will:

(i) limit its capital expenditures in any one fiscal year in aggregate to not more than $ _____; and

(ii) limit the amounts paid for remuneration in any form, whether by way of salary, bonus, commission, director's fee or otherwise, to its directors, officers and shareholders in any one fiscal year in aggregate to not more than $ _____.

This is Exhibit "F" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

BMO Bank of Montreal

General Assignment of Debts, etc. (P.P.S.A.)

THE UNDERSIGNED OKANAGANVILLA VINEYARDS AND EVENTS CORP. of 3240 Pooley Road in the City of Kelowna , V1W 4G7 in the Province of British Columbia, for valuable consideration HEREBY ASSIGNS AND TRANSFERS to the Bank of Montreal, (herein called the Bank), all accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interests (all such terms having the meaning of such terms in the Personal Property Security Act and herein collectively called the "said debts and securities") now due or hereafter to become due to the undersigned or which now are or may hereafter become vested in the undersigned and all proceeds and other rights and benefits in respect thereof.

AND the undersigned undertakes and promises to furnish to the Bank at any time and from time to time on demand a list of all its debtors with the amounts owing by each and all security and other rights and benefits in respect thereof and to assign and transfer the same to the Bank.

AND the undersigned hereby assigns and transfers and agrees to assign and transfer to the Bank all books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

AND without limiting the generality of the foregoing, the undersigned hereby assigns and transfers and agrees to assign and transfer any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the undersigned.

THE present assignment and transfer shall be a continuing collateral security to the Bank for the payment of all and every present and future indebtedness and liability direct or indirect of the undersigned to the Bank and any ultimate unpaid balance thereof with interest.

AND the undersigned agrees to pay all reasonable expenses, including solicitor's fees and disbursements incurred by the Bank or its agents in connection with the preparation and perfection of this assignment and in connection with the collection and realization of the said debts and securities and the payment of all such expenses shall be secured hereby.

AND the undersigned expressly authorizes the Bank to give notice to account debtors and collect and realize the said debts and securities and rights hereby transferred from time to time in such manner and at such times as it may in its discretion deem advisable including by appointment of receiver or agent or disposition for deferred payment (but it shall not be bound to realize the same, shall not be obliged to prepare the debts and securities for disposition, shall not be obliged to keep the same identifiable, and shall not be obliged to preserve rights against other persons unless it sees fit), and may appropriate the proceeds thereof in its absolute discretion on account of such parts of the said indebtedness and liability whether secured or unsecured as to the Bank may seem best; and such appropriations may be changed or varied from time to time at the discretion of the Bank; and the Bank before appropriating the same as aforesaid may deduct all reasonable costs, charges and expenses of realization including reasonable commissions for collection and all legal costs on a solicitor and his client basis all of which the undersigned agrees to pay to the Bank.

THE Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the said debts and securities and rights in its absolute discretion without consent of or notice to the undersigned, and the Bank shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent, receiver, sheriff or solicitor employed in the collection or realization thereof or while the debts, claims or securities are in the possession of the Bank.

IF the amounts of any of the said debts and securities and rights be paid to the undersigned, the undersigned (or such one or other of them as shall receive the same) hereby agrees to receive the same

as agent of and in trust for the Bank and forthwith to pay over the same.

THE UNDERSIGNED covenants not to substitute or modify any of the undersigned's rights under the debts, claims or securities, by agreement or otherwise, without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

THE UNDERSIGNED hereby undertakes to do such other things and sign such further instruments as may from time to time be required by the Bank or any officer or solicitor thereof to vest in the Bank the said debts and securities and rights hereby assigned and transferred or agreed to be assigned and transferred, or to collect the same, and the Bank and its Officers are and each of them is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the undersigned and the heirs, or devisees, executors or administrators of the undersigned any assignment or other instrument for the said purpose and the said power of attorney shall not be revoked by the death of the undersigned.

THIS assignment is in addition to and not in substitution for any former assignment and shall not be merged in any subsequent assignment.

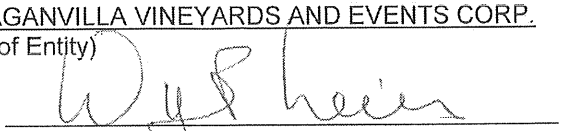
Applicable only in Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Northwest Territories, Nunavut, Newfoundland, Prince Edward Island and Saskatchewan.

THE UNDERSIGNED waives receipt of any financing statement registered by the Bank and any confirmation of registration.

THE UNDERSIGNED acknowledges receipt of a copy of this General Assignment of Debts.

THIS assignment was executed on the 10th day of December 2018 (year).

OKANAGANVILLA VINEYARDS AND EVENTS CORP.
(Name of Entity)

By: 
Name: WYN LEWIS
Title: PRESIDENT

® Registered trade-marks of Bank of Montreal

This is Exhibit "G" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits
within British Columbia

BMO Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal ((together with BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their respective successors who are owed any present or future debts, liabilities or obligations by the Customer, collectively, the "Bank") dealing with **VIBRANT VINE WINERY INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Quebec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. Notwithstanding anything else to the contrary and to the extend legally permitted, this guarantee is granted to and held by the Bank as agent for itself, BMO Harris Bank N.A. and the Bank's other affiliates and their respective successors who are owed any present or future debts, liabilities and obligations by the Customer, it being agreed by the undersigned that all such present and future debts, liabilities and obligations owed to Bank of Montreal and any of its affiliates are guaranteed by this agreement (subject only to any limitation in the immediately following sentence). The liability of the undersigned (or each undersigned, if more one), under this Guarantee, is limited to the aggregate amount of **SEVEN MILLIONS Dollars ($7,000,000.00)** plus interest thereon at a rate of **FIVE (5.0)** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation . The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank,

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and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby Each of the executors, liquidators , administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of **British Columbia** and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned and, for the avoidance of doubt, references to the Bank and obligations owed to the Bank by the Customer shall be interpreted as referring to Bank of Montreal, BMO Harris Bank N.A. and Bank of Montreal's other affiliates and their successors and obligations owing to any of them by the Customer.

This clause applies to the Province of Quebec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[signature page follows]

DATED as of November 29, 2023.

Name: WYN LEWIS

Witness Name Marc R.B. Whittemore

Name: MARION LEWIS

Witness Name Marc R.B. Whittemore

® Registered trade-marks of Bank of Montreal

This is Exhibit "H" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "Vibrant Vine Winery"

Search Date and Time: March 30, 2026 at 2:36:59 pm Pacific time
Account Name: LAWSON LUNDELL
Folio Number: 014134-168528

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3	620075R	November 17, 2025	* VIBRANT VINE WINERY * VIBRANT VINE WINERY INC.	8
4	717559R	January 8, 2026	* VIBRANT VINE WINERY INC.	12

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 210263L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 13, 2018 at 2:05:40 pm Pacific time
Current Expiry Date and Time:	December 13, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of March 30, 2026 at 2:36:59 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

Debtor Information

VIBRANT VINE WINERY INC.

Address

3240 POOLEY RD
KELOWNA BC
V1W 4G7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF379 ALL PRESENTLY OWNED AND AFTER ACQUIRED PERSONAL PROPERTY (OTHER THAN CONSUMER GOODS) AND FLOATING CHARGE ON LAND.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: October 25, 2023 at 10:21:43 am Pacific time
Registration Number: 868928P
Registration Life: 5 Years
New Expiration Date and Time: December 13, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

AMENDMENT

Registration Date and Time: December 20, 2019 at 2:03:53 pm Pacific time
Registration Number: 965953L
Description: DEBTOR NAME CHANGE EFFECTIVE MAY 30, 2019.

Debtor Information

VIBRANT VINE WINERY INC.
(Formerly OKANAGANVILLA VINEYARDS AND EVENTS CORP.)
NAME CHANGED

Address

3240 POOLEY RD
KELOWNA BC
V1W 4G7 Canada

Registering Party Information

PUSHOR MITCHELL LLP

Address

301 - 1665 ELLIS STREET
KELOWNA BC
V1Y 2B3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 212108L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 14, 2018 at 11:11:30 am Pacific time
Current Expiry Date and Time:	December 14, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of March 30, 2026 at 2:36:59 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

Debtor Information

VIBRANT VINE WINERY INC.

Address

3240 POOLEY RD
KELOWNA BC
V1W 4G7 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

LF32 GENERAL ASSIGNMENT OF DEBTS ALL PRESENT AND FUTURE ACCOUNTS, DEBTS AND OTHER INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND SECURITY INTERESTS AND ALL PROCEEDS THEREOF AND THEREFROM AND OTHER RIGHTS AND ,BENEFITS IN RESPECT THEREOF.

Original Registering Party

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: October 25, 2023 at 10:22:54 am Pacific time
Registration Number: 868931P
Registration Life: 5 Years
New Expiration Date and Time: December 14, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

AMENDMENT

Registration Date and Time: December 20, 2019 at 2:08:57 pm Pacific time
Registration Number: 965962L
Description: DEBTOR NAME CHANGE EFFECTIVE MAY 30, 2019.

Debtor Information

VIBRANT VINE WINERY INC.
(Formerly OKANAGANVILLA VINEYARDS AND EVENTS CORP.)
NAME CHANGED

Address

3240 POOLEY RD
KELOWNA BC
V1W 4G7 Canada

Registering Party Information

PUSHOR MITCHELL LLP

Address

301 - 1665 ELLIS STREET
KELOWNA BC
V1Y 2B3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 620075R

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 17, 2025 at 8:39:26 am Pacific time
Current Expiry Date and Time:	November 17, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of March 30, 2026 at 2:36:59 pm Pacific time)

Secured Party Information

VAULT CREDIT CORPORATION

Address

41 SCARSDALE ROAD, SUITE 5
TORONTO ON
M3B 2R2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

VIBRANT VINE WINERY INC.	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	
VIBRANT VINE WINERY	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	
LEWIS, MARION	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950
LEWIS, MARION J	**Address** 3240 POOLEY RD #A01 KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950
LEWIS, MARION IRENE	**Address** 3240 POOLEY RD #A01 KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950
LEWIS, MARION	**Address** 3240 POOLEY RD #A01 KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950
LEWIS, MARION J	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

LEWIS, MARION IRENE	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	**Birthdate** October 5, 1950
LEWIS, WYN	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	**Birthdate** October 13, 1949
LEWIS, WYN	**Address** 5259 BIG WHITE RD #308 KELOWNA BC V1P 1P3 Canada	**Birthdate** October 13, 1949
LEWIS, WYN PARRY	**Address** 5259 BIG WHITE RD #308 KELOWNA BC V1P 1P3 Canada	**Birthdate** October 13, 1949
LEWIS, WYN PARRY	**Address** 3240 POOLEY RD KELOWNA BC V1W 4G7 Canada	**Birthdate** October 13, 1949

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

A SECURITY INTEREST GRANTED TO THE SECURED PARTY BY THE DEBTOR IN RECEIVABLES, FUTURE REVENUES AND THE ACCOUNT, INCLUDING ALL PROCEEDS THEREFROM, IN CONNECTION WITH A BUSINESS ADVANCE AGREEMENT DATED ON OR ABOUT THE DATE HEREOF, AS SUCH AGREEMENT MAY BE AMENDED, RESTATED OR REPLACED FROM TIME TO TIME.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

ESC CORPORATE SERVICES LTD.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 717559R

Registration Description:	CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act:	MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time:	January 8, 2026 at 10:32:56 am Pacific time
Current Expiry Date and Time:	Never

CURRENT REGISTRATION INFORMATION

(as of March 30, 2026 at 2:36:59 pm Pacific time)

Secured Party Information

RECEIVABLES MANAGEMENT OFFICE - LAURA CRUZ

Address

1802 DOUGLAS STREET, 6TH FLOOR
VICTORIA BC
V8T 4K6 Canada

Debtor Information

VIBRANT VINE WINERY INC.

Address

3240 POOLEY RD
KELOWNA BC
V1W 4G7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All the debtor's present and after acquired personal property, including but not restricted to machinery, equipment, furniture, fixtures and receivables.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MINISTRY OF FINANCE

Address

1802 DOUGLAS ST
PO BOX 9445
VICTORIA BC
V8T 4K6 Canada

This is Exhibit "I" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

TITLE SEARCH PRINT 2026-03-10, 18:44:34

File Reference: 14134-168528 Requestor: Linda Alexander

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA2185771
From Title Number	KV100972
Application Received	2011-09-13
Application Entered	2011-09-16

Registered Owner in Fee Simple

Registered Owner/Mailing Address: WYN LEWIS, BUSINESSMAN
MARION LEWIS, BUSINESSWOMAN
3240 POOLEY ROAD
KELOWNA, BC
V1W 4G7
AS JOINT TENANTS

Taxation Authority Kelowna, City of

Description of Land

Parcel Identifier: 004-231-384

Legal Description:

LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6217789

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT SEE PLAN M11328

Charges, Liens and Interests

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KG29257
Registration Date and Time:	1993-04-05 14:34
Registered Owner:	WEST KOOTENAY POWER LTD.

TITLE SEARCH PRINT
File Reference: 14134-168528

2026-03-10, 18:44:34
Requestor: Linda Alexander

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KM4008
Registration Date and Time:	1998-01-15 09:17
Registered Owner:	BC GAS UTILITY LTD. INCORPORATION NO. 368681

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA3676385
Registration Date and Time:	2014-04-14 12:47
Registered Owner:	FORTISBC INC.
Remarks:	PART ON PLAN EPP40148

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA3676386
Registration Date and Time:	2014-04-14 12:47
Registered Owner:	FORTISBC INC.

Nature:	MORTGAGE
Registration Number:	CA7282316
Registration Date and Time:	2019-01-07 11:36
Registered Owner:	BANK OF MONTREAL
Remarks:	MODIFIED BY CB518340 MODIFIED BY CB1061632

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7282317
Registration Date and Time:	2019-01-07 11:36
Registered Owner:	BANK OF MONTREAL

Nature:	MORTGAGE
Registration Number:	CA7984390
Registration Date and Time:	2020-01-16 13:04
Registered Owner:	BANK OF MONTREAL

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7984391
Registration Date and Time:	2020-01-16 13:04
Registered Owner:	BANK OF MONTREAL

Nature:	MODIFICATION
Registration Number:	CB518340
Registration Date and Time:	2023-03-15 09:14
Remarks:	MODIFICATION OF CA7282316

TITLE SEARCH PRINT
File Reference: 14134-168528

2026-03-10, 18:44:34
Requestor: Linda Alexander

Nature:	MODIFICATION
Registration Number:	CB1061632
Registration Date and Time:	2023-12-05 16:12
Remarks:	MODIFICATION OF CA7282316

Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

This is Exhibit "J" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.



.....

A Commissioner for taking Affidavits within British Columbia

FORBEARANCE AGREEMENT

This Agreement is dated for reference February 8, 2023

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Borrower has certain banking relations (the "**Banking Relationship**") with the Bank.

B. Under and pursuant to the Banking Relationship, the Bank has established and authorized credit facilities (the "**Credit Facilities**") pursuant to an amended and restated Letter of Agreement dated February 12, 2021, issued to the Borrower (the "**Credit Agreement**").

C. The Credit Facilities provided by the Bank to the Borrower pursuant to the Credit Agreement include:

(a) Non-revolving loan ("**Demand Loan 865**"), payable on demand, bearing interest at the Bank's prime rate of interest plus 2% per annum, with an outstanding principal balance of $4,893,568.72 owing to the Bank as at January 31, 2023;

(b) Non-revolving loan ("**Demand Loan 914**"), payable on demand, bearing interest at the Bank's prime rate of interest plus 3% per annum, with an outstanding principal balance of $200,335.74 owing to the Bank as at January 31, 2023; and

(c) Operating demand loan (the "**Operating Loan**"), payable on demand, in the authorized amount of $500,000, bearing interest at the Bank's prime rate of interest plus 2% per annum, with an outstanding principal balance owing to the Bank of $489,330.21 as at January 31, 2023;

The loans and balances owing to the Bank by the Borrower pursuant to the Credit Facilities, as set out above,[1] are hereinafter collectively referred to as the "**Indebtedness**".

[1] Exclusive of accrued and unpaid interest for the month of January, 2023.

D. All security (collectively and individually, the "**Security**") now or hereafter held by the Bank in respect of the Credit Agreement, the Credit Facilities and the Indebtedness is collectively referred to as the "**Security Documents**" which include, without limitation, the security documents and guarantees listed in **Schedule "A"** attached hereto.

E. The Bank has several concerns regarding the Borrower, including, among other things, operating losses and cash flow difficulties, together with default under the Credit Agreement by virtue of, among other things, Operating Loan excesses and financial covenant breaches.

F. Notwithstanding the foregoing, the Credit Parties have requested that the Bank forbear from taking steps to enforce the Security to recover the Indebtedness, all on the terms and conditions set out herein, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

WITNESSES THAT in consideration of the promises and covenants hereinafter set forth, the Credit Parties hereto covenant and agree as follows:

Forbearance

1. Subject to the execution and delivery to the Bank of this Agreement by each of the Credit Parties, and the mortgage modification and replacement guarantee referenced herein, the Bank agrees that, provided that no further Event of Default (as defined below) occurs, it will not take steps to enforce the Security or to recover the Indebtedness until after **April 30, 2023** (the "**Forbearance Period**"), or such later date as may be agreed to pursuant to the terms of this Agreement or further extended by the Bank in writing and in its sole discretion.

2. Each of the Credit Parties acknowledge, represent and agree that the Forbearance Period is reasonable in the circumstances. However, the Bank, in its sole discretion and at the request of the Credit Parties, may be prepared to extend the Forbearance Period if the Bank is content with the Borrower's efforts to repay the Indebtedness.

3. Notwithstanding the Borrower's obligations set out in this Agreement may contemplate financial and other obligations beyond the Forbearance Period, nothing in this Agreement shall be deemed to extend the Forbearance Period beyond April 30, 2023, or such later date that the Bank may agree to in writing.

Confirmation of the Credit Agreement, Indebtedness, and Security

4. Each of the Credit Parties acknowledge, represent and agree that the recitals to this Agreement are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

5. Each of the Credit Parties acknowledge, represent and agree that, except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities, or other credit facilities to the Borrower.

6. Each of the Credit Parties acknowledge, represent and agree that the Indebtedness is due and owing to the Bank, and hereby waive any rights which they may have as at the date of this Agreement to claim any abatement or offset of the amounts, whether arising by way of defence or counterclaim.

7. Each of the Credit Parties acknowledge having reviewed and being familiar with the Security Documents, that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

8. Each of the Credit Parties acknowledge, represent and agree that whatever interest, claim, or right that any of them may have in and to any of the undertakings, properties, and assets of the Borrower shall be postponed, subordinated, and subject to the rights of the Bank under the Security Documents.

9. The Borrower acknowledges that it is duly authorized to enter into and be bound by the terms of the Credit Agreement, the Security Documents and this Agreement and to carry out the terms of each such agreement.

10. The confirmations and acknowledgements herein by each of the Credit Parties in relation to the Indebtedness and Security constitute acknowledgement of their respective liability for the Indebtedness and pursuant to the Security Documents as contemplated by the British Columbia *Limitation Act*.

The Credit Parties' Financial and Non-Financial Obligations

New Interest Rate for Demand Loan 865

11. Effective **February 1 2023**, the interest rate with respect to Demand Loan 865 shall be increased by 1% to the Bank's prime rate of interest plus 3% per annum.

Principal and Interest Deferral

12. Each of the Credit Parties acknowledge and agree that all principal payments on account of Demand Loan 865 are deferred until **April 30, 2023**, or such later date as the Bank may agree to in writing and in its sole discretion.

13. Each of the Credit Parties acknowledge and agree that:

    (a) interest payments on account of Demand Loan 865 for the months of January and February 2023 shall be deferred until **March 31, 2023** (the "**January and February Interest Deferral**") at which time the Borrower shall pay to the Bank all accrued interest on account of the January and February Interest Deferral; and

    (b) the interest payment on account of Demand Loan 865 for the month of March 2023 shall be deferred until **April 30, 2023** (the "**March Interest Deferral**") at which time the Borrower shall pay to the Bank all accrued interest on account of the March Interest Deferral together with interest due for the month of April 2023, or such later date as the Bank may agree to in writing, and in its sole discretion.

Operating Loan Excesses

14. The Credit Parties acknowledge and agree that no further excesses shall be permitted on account of the Operating Loan, and the Borrower shall maintain the Operating Loan within its $500,000 authorized amount.

Guarantee and Mortgage Security

15. On or before February 23, 2023 Wyn and Marion shall execute and deliver to the Bank a replacement joint and several guarantee limited to the principal amount of $6 million together with a modification (the "**Modification**") of the Bank's first mortgage registered against the Lands to increase the principal amount secured to $6 million, each in the Bank's standard form. Upon the full registration of the Modification in the Land Title Office, the Bank will discharge its second mortgage registered on title to the Lands in the principal amount of $500,000.

The Pooley Road Listing

16. On or before February 17, 2023, the Borrower shall provide to the Bank a copy of the listing agreement confirming that the Lands (as defined in **Schedule "A"**, hereto) have been listed for sale at a list price of $13,500,000 with a 6 month term (the "**Pooley Road Listing**").

17. The Borrower shall provide the Bank with regular updates with respect to the Pooley Road Listing, including copies of all offers received and any adjustments to the list price. The Borrower shall also instruct its realtor to provide any such updates directly to the Bank forthwith upon request by the Bank.

Financial Reporting

18. The Borrower shall provide monthly financial reporting to the Bank by the 15th day following each month end beginning February 15th 2023 and in a form satisfactory to the Bank.

19. On or before April 30, 2023, the Borrower shall provide to the Bank its externally prepared year-end financial statements, in Review Engagement form, for the 2022 fiscal year, together with its 2022 T-2 corporate tax return and its 2022 Notice of Assessment issued by Canada Revenue Agency.

Annual Filings with Registrar of Companies

20. On or before March 1, 2023, the Credit Parties shall bring the Borrower into good standing with respect to its annual filings with the Registrar of Companies.

Forbearance Fee

21. The Borrower shall forthwith pay to the Bank a forbearance fee in the amount of $10,000, which fee the Bank may add to the Indebtedness in any manner that the Bank may see fit, and when so added, such fee shall be secured by the Security.

Additional Obligations

22. Each of the Credit Parties (to the extent the following statutes may apply), covenant and agree that they will not seek any relief under the *Companies Creditors' Arrangement Act, Bankruptcy & Insolvency Act*, the *Farm Debt Mediation Act,* the B.C. *Personal Property Security Act,* the B.C. *Law and Equity Act,* or under any statute of similar nature in any other jurisdiction.

23. Each of the Credit Parties agree that all fees and disbursements paid by the Bank to its lawyers (on the basis of complete indemnification on a solicitor and its own client basis) in connection with advising the Bank in relation to the affairs of the Borrower and in relation to the Credit Agreement, the Credit Facilities, the Indebtedness, the Security Documents and this Agreement, and all matters incidental or relating thereto, including enforcement and realization, and whether past, present, or future, shall be added to the Indebtedness, and when so added, these fees and disbursements shall be secured by the Security.

Releases and Waivers

24. Each of the Credit Parties hereby release and forever discharge the Bank, and its successors and assigns of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs, and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected, or whether at law or in equity, which the Credit Parties, or any of them, ever had or now have or which they or their administrators, officers, agents, successors, and assigns hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time and relating to the Credit Agreement, the Credit Facilities, the Indebtedness, the Security Documents or the Bank's actions, errors or omissions with regard thereto.

25. Each of the Credit Parties hereby waive against the Bank, and its successors and assigns any defense which they, or any of them, may have existing up to the present time to any action brought by the Bank to collect the Indebtedness or to enforce or realize upon the Security under which said defense arises, whether by counterclaim or defense, by reason of any cause, matter, error, omission, neglect, or thing caused or done, whether direct or indirect, by the Bank, its executors, administrators, officers, agents, successors, and assigns existing as at the date of this Agreement and relating to or arising from the Credit Agreement, the Credit Facilities, the Indebtedness, the Security Documents or the Bank's actions, errors or omissions with regard thereto.

26. Notwithstanding the granting of the forbearance herein, the Bank does not waive any default under the Credit Agreement and the Security Documents.

Default

27. It shall be an Event of Default under this Agreement if:

    (a) any of the Credit Parties fail to duly perform any covenant required of them contained in this Agreement, or any subsequent amendment, modification or extension thereto;

(b) except as expressly provided in this Agreement, there is further default under the terms of the Credit Agreement or the Security Documents;

(c) any encumbrancer or creditor of the Borrower takes possession of, or commences proceedings previously unknown to the Bank or steps to realize upon, any property or asset of the Borrower including a distress, execution, garnishing order, foreclosure, forfeiture, registration of builders' lien, or other charge, or any similar process levied or enforced there against and any such event is not cured within 5 days of notice thereof having been given by the Bank;

(d) the Borrower, without the prior written consent of the Bank, passes a resolution or institutes proceedings for its winding-up, restructuring, liquidation, or dissolution or consents to the institution or filing of any petition or proceedings with respect thereto;

(e) any application is made or proceeding commenced with respect to the Borrower seeking reorganization, readjustment, rearrangement, restructuring, composition or similar relief under any applicable Canadian or other law, or if a step is taken or proceeding is instituted for the winding-up, liquidation, or dissolution of the Borrower or seeking an order adjudging it insolvent or seeking the appointment of a Trustee, Receiver, Receiver/Manager, Liquidator, or similar person over any part of any of the Borrower's property;

(f) any of the Credit Parties become bankrupt;

(g) without the prior written consent of the Bank, the Borrower effects or passes a resolution authorizing any consolidation, merger, or amalgamation with any other entity or disposition of all or a substantial portion of its assets;

(h) during the Forbearance Period, the Bank discovers any material fact, which, in the sole and absolute judgment of the Bank, impairs the financial condition of any of the Credit Parties, the validity of the Security Documents, or the value of the undertaking, property, and assets charged by the Security Documents; and

(i) during the Forbearance Period, there occurs, in the sole and absolute judgment of the Bank, any material adverse change in the financial condition of any of the Credit Parties, the validity of the Security Documents, or the value of the undertaking, property, and assets charged by the Security Documents.

28. Each of the Credit Parties acknowledge and agree that, upon the happening of an Event of a Default under this Agreement or upon expiry of the Forbearance Period, or any extension thereof agreed to by the Bank in writing, the Bank shall have the immediate right to terminate the remainder of the Forbearance Period (or said extension), if any, and issue formal demand for payment of the Indebtedness in full followed by enforcement of the Security in the event of non-payment.

29. In the event the Bank commences proceedings to enforce some or all of the Security, either at the expiry of the Forbearance Period or after the Forbearance Period has been terminated at the Bank's election, the Credit Parties irrevocably consent to the appointment of a Receiver or Receiver/Manager over any or all of the Borrower's assets and undertakings charged by the Security, with power of sale in favour of such Receiver or Receiver/Manager. The Credit Parties further acknowledge and agree that the Bank may rely upon this Agreement as evidence of the irrevocable consent in any such court application.

30. In the event that foreclosure proceedings are commenced pursuant to sections 28 and 29 herein, the Credit Parties consent to a three (3) month redemption period in such proceedings and consent to such proceedings being commenced in the Vancouver Registry of the British Columbia Supreme Court.

31. The Bank may, at its option and in its sole discretion, waive any Event of Default but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default herein.

General

32. Except as set out herein, all other terms of the Credit Agreement and Security Documents shall remain in full force and effect.

33. Any notice to be given to any party hereunder may be given by delivery to the respective party at the address hereinafter set forth:

If to the Bank:

Bank of Montreal
595 Burrard Street, Mezzanine Level
Vancouver, BC V7X 1L7

Attention: Steven Lum

Email: Steven.Lum@bmo.com

If to any of the Credit Parties:

830 Bernard Avenue,
Kelowna, B.C. V1Y 6P5

Attention: Wyn and Marion Lewis

Email: wynlewis@thevibrantvine.com; marion@thevibrantvine.com

34. This Agreement shall be governed by the laws of British Columbia and the Courts of British Columbia shall have exclusive jurisdiction with respect to any disputes arising hereunder or pursuant hereto.

35. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors, and assigns.

36. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

37. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

38. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the Credit Parties have caused these presents to be executed as of the reference date set out on page one.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Wyn P Lewis _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis _____ **MARION LEWIS**

36. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

37. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

38. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the Credit Parties have caused these presents to be executed as of the reference date set out on page one.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: S. Lum Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: **MARION LEWIS**

36. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

37. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

38. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the Credit Parties have caused these presents to be executed as of the reference date set out on page one.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis Marion Lewis (Feb 23, 2023 10:18 PST) **MARION LEWIS**

SCHEDULE "A"

List of Security Documents

Mortgages

1. First ranking Mortgage and Assignment of Rents registered in the Kamloops Land Title Office on January 7, 2019, under registration nos. CA7282316 and CA7282317, granted by **Wyn and Marion** in favour of the Bank, in the principal amount of $5,000,000, plus interest at the Bank's prime rate + 5% per annum, together with filed all-indebtedness mortgage terms MT160005, charging the lands legally described as:

   PID: 004-231-384

   LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

   (the "**Lands**")

2. Second ranking Mortgage and Assignment of Rents registered in the Kamloops Land Title Office on January 16, 2020, under registration nos. CA7984390 and CA7984391, granted by **Wyn and Marion** in favour of the Bank, in the principal amount of $500,000, plus interest at the Bank's prime rate + 5% per annum, together with filed all-indebtedness mortgage terms MT190023, charging the Lands.

General Security Agreement

3. General Security Agreement with Floating Charge in the Bank's form LF 379 dated December 10, 2018 and granted by **the Borrower** in favour of the Bank.

Guarantee

4. Joint and several personal guarantee in the Bank's form LF 44 for present and future debts and liabilities of **the Borrower** to the Bank, dated February 25, 2021, limited to the amount of **$5,726,000** plus interest and costs as set out therein, executed by **Wyn and Marion** in favour of the Bank.

Assignment of Book Debts

5. General Assignment of Book Debts in the Bank's form LF 32 dated December 10, 2018 and granted by **the Borrower** in favour of the Bank.

Environment Review and Compliance Certificate

6. Environmental Review and Compliance Certificate in the Bank's form 1086, dated December 10, 2018 and executed by **Wyn and Marion**.

Section 427 *Bank Act* Documents

7. Security under Section 427 of the *Bank Act* granted in favour of the Bank, consisting of:

   (a) LF 39 Notice of Registration dated December 10, 2018 and executed by the **Borrower**;

   (b) LF 51 Agreement as to Loans and Advances and Security Therefor, dated December 18, 2018 and executed by the **Borrower**;

   (c) LF 52 Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under section 427 of the *Bank Act* dated December 14, 2018 and executed by the **Borrower**; and

   (d) LF 54 Security under Section 427 of the *Bank Act* (Continuing security on all property of specified kinds) dated December 14, 2018 and granted by the **Borrower**.

Signature: Marion Lewis
Marion Lewis (Feb 23, 2023 11:15 PST)

Email: marion@thevibrantvine.com

SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference May 29, 2023

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023 (the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after April 30, 2023, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, the Bank continue to make the Credit Facilities available in the short term and not to proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **July 31, 2023** (the "**Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Extended Forbearance Period beyond July 31, 2023, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at May 29, 2023 as follows:

   (a) $4,993,206.82 on account of Demand Loan 865;

   (b) $189,238.71 on account of Demand Loan 914; and

   (c) $462,813.78 on account of the Operating Loan;

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their

[1] Exclusive of accrued interest for the month of May, 2023.

respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Financial Obligations

12. Each of the Credit Parties acknowledge and agree that all principal payments on account of Demand Loan 865 shall continue to be deferred until **July 31, 2023**, or such later date as the Bank may agree to in writing and in its sole discretion.

13. Each of the Credit Parties acknowledge and agree that:

    (a) interest payments on account of Demand Loan 865 for the months of March through May 2023 shall be deferred until **June 30, 2023** (the "**March through May Interest Deferral**") at which time the Borrower shall pay to the Bank all accrued interest on account of the March through May Interest Deferral; and

    (b) the interest payment on account of Demand Loan 865 for the month of June 2023 shall be deferred until **July 31, 2023** (the "**June Interest Deferral**") at which time the Borrower shall pay to the Bank all accrued interest on account of the June Interest Deferral.

General

14. Each of the Credit Parties acknowledge and agree that upon the expiry of the Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

15. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

16. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

17. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

18. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

19. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

20. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

21. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: Daron Danesh _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Wyn P Lewis _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: _____ **MARION LEWIS**

18. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

19. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

20. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

21. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis Marion Lewis (Jun 2, 2023 08:41 PDT) **MARION LEWIS**

SECOND SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference August 1, 2023

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after July 31, 2023, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, the Bank continue to make the Credit Facilities available in the short term and not to proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **October 31, 2023** (the "**Second Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Second Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Second Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Second Extended Forbearance Period beyond October 31, 2023, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at July 28, 2023 as follows:

   (a) $4,913,597.36 on account of Demand Loan 865;

   (b) $180,681.74 on account of Demand Loan 914; and

   (c) $407,115.33 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their

[1] Exclusive of accrued interest for the month of July 2023.

respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Financial Obligations

12. The Borrower shall continue to make interest payments on account of the Indebtedness at the end of each month together with the principal payments on account of Demand Loan 914 during the Second Extended Forbearance Period herein. Principal payments on account of Demand Loan 865 shall continue to be deferred until October 31, 2023.

Pooley Road Listing

13. The Borrower shall continue with the Pooley Road Listing during the Second Extended Forbearance Period herein, including all obligations with respect thereto as set out in the Forbearance Agreement.

Financial Reporting

14. The Borrower shall continue to provide all monthly financial reporting to the Bank, when due, during the Extended Forbearance Period herein as set out in the Forbearance Agreement.

General

15. Each of the Credit Parties acknowledge and agree that upon the expiry of the Second Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Second Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

16. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

17. In the event foreclosure proceedings are commenced pursuant to sections 15 and 16 above, then the Credit Parties consent to a 1 day redemption period together with an order for immediate conduct of sale in favour of the Bank or its receiver in such proceedings.

18. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any

subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

19. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

20. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

21. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

22. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

23. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: Damon Dawesh Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: **MARION LEWIS**

THIRD SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference November 23, 2023

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023 and a Second Supplemental Forbearance Agreement dated for reference August 1, 2023 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after October 31, 2023, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, the Bank continue to make the Credit Facilities available in the short term and not proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full and to provide the Borrower additional working capital in the short term.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, together with the documents referenced in section 14 herein, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **February 29, 2024** (the "**Third Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Third Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Third Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Third Extended Forbearance Period beyond February 29, 2024, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at November 20, 2023 as follows:

   (a) $4,923,038.40 on account of Demand Loan 865;

   (b) $163,415.25 on account of Demand Loan 914; and

   (c) $479,276.70 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

[1] Exclusive of accrued and unpaid interest for the month of November 2023 and exclusive of accrued and unpaid interest on account of Demand Loan 865 and Demand Loan 914 in the amount of $83,879.40 for the months prior to November 2023.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Amendments to the Operating Loan

12. Each of the Credit Parties acknowledge and agree that, upon execution and delivery to the Bank of the documents set out in section 14 herein, the authorized limit of the Operating Loan shall be increased from $500,000 to $700,000 for additional working capital needs in the short term.

Monthly Payments

13. The Credit Parties acknowledge and agree that all principal and interest payments on account of the Indebtedness shall be deferred until February 29, 2024, or such later date as the Bank may agree to in writing and in its sole discretion.

Guarantee and Mortgage Security

14. Together with the execution and delivery of this Agreement by the Credit Parties to the Bank, Wyn and Marion shall execute and deliver to the Bank a replacement joint and several guarantee limited to the principal amount of $7 million, together with a modification of the Bank's first mortgage registered against the Lands to increase the principal amount secured to $7 million, each in the Bank's standard form.

Pooley Road Listing

15. The Borrower shall continue with the Pooley Road Listing during the Third Extended Forbearance Period herein, including all obligations with respect thereto as set out in the Forbearance Agreement.

Financial Reporting

16. The Borrower shall continue to provide all monthly financial reporting to the Bank, when due, during the Third Extended Forbearance Period herein as set out in the Forbearance Agreement.

Forbearance Fee

17. The Credit Parties shall forthwith pay to the Bank an additional forbearance fee in the amount of $5,000, which fee the Bank may add to the Indebtedness in any manner that the Bank may see fit, and when so added, such fee shall be secured by the Security.

General

18. Each of the Credit Parties acknowledge and agree that upon the expiry of the Third Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Third Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

19. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

20. In the event foreclosure proceedings are commenced pursuant to sections 18 and 19 above, then the Credit Parties consent to a 2 month redemption period in such proceedings.

21. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

22. The Credit Parties acknowledge and agree that the granting of forbearance as set out in the this Agreement, together with any payments accepted by the Bank and/or any actions taken by the Bank with respect to the Credit Facilities, the Indebtedness or the Security, shall not constitute a waiver of any event which would constitute an Event of Default.

23. The Credit Parties acknowledge and agree that the Bank does not control the operations or management of the Credit Parties' businesses or affairs generally.

24. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

25. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

26. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

27. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

28. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: _____ **MARION LEWIS**

FOURTH SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference March 13, 2024

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023, a Second Supplemental Forbearance Agreement dated for reference August 1, 2023 and a Third Supplemental Forbearance Agreement dated for reference November 23, 2023 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after February 29, 2024, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, the Bank continue to make the Credit Facilities available in the short term and not proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Borrower's winery and repay the Indebtedness in full and to provide the Borrower additional working capital in the short term.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **April 30, 2024** (the "**Fourth Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Fourth Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Fourth Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Fourth Extended Forbearance Period beyond April 30, 2024, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at March 11, 2024 as follows:

   (a) $4,931,085.77 on account of Demand Loan 865;

   (b) $142,922.29 on account of Demand Loan 914; and

   (c) $680,874.76 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

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[1] Exclusive of accrued and unpaid interest for the months of November 2023 through February 2024 in the amount of $256,577.13.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Pooley Road Listing

12. The Borrower shall continue with the Pooley Road Listing during the Fourth Extended Forbearance Period herein, including all obligations with respect thereto as set out in the Forbearance Agreement.

Financial Reporting

13. The Borrower shall continue to provide all monthly financial reporting to the Bank, when due, during the Fourth Extended Forbearance Period herein as set out in the Forbearance Agreement.

General

14. Each of the Credit Parties acknowledge and agree that upon the expiry of the Fourth Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Fourth Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

15. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

16. In the event foreclosure proceedings are commenced pursuant to sections 14 and 15 above, then the Credit Parties consent to a 1 month redemption period in such proceedings.

17. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

18. The Credit Parties acknowledge and agree that the granting of forbearance as set out in the this Agreement, together with any payments accepted by the Bank and/or any actions taken by the Bank with respect to the Credit Facilities, the Indebtedness or the Security, shall not constitute a waiver of any event which would constitute an Event of Default.

19. The Credit Parties acknowledge and agree that the Bank does not control the operations or management of the Credit Parties' businesses or affairs generally.

20. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

21. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

22. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

23. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

24. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Wyn P Lewis Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis **MARION LEWIS**

FIFTH SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference June 10, 2024

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023, a Second Supplemental Forbearance Agreement dated for reference August 1, 2023, a Third Supplemental Forbearance Agreement dated for reference November 23, 2023 and a Fourth Supplemental Forbearance Agreement dated for reference March 13, 2024 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after April 30, 2024, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery (the **"Winery"**) and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, as amended by the Forbearance Agreement, the Bank continue to make the Credit Facilities available in the short term and not proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Winery and repay the Indebtedness in full.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **September 30, 2024** (the "**Fifth Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Fifth Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Fifth Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Fifth Extended Forbearance Period beyond September 30, 2024, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at June 7, 2024 as follows:

   (a) $4,933,043.62 on account of Demand Loan 865;

   (b) $131,648.16 on account of Demand Loan 914; and

   (c) $673,798.65 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

[1] Exclusive of accrued and unpaid interest for the months of September 1, 2023 through May 31, 2024 in the amount of $388,201.51 on account of Demand Loan 865

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Monthly Payments

12. The Credit Parties acknowledge and agree that all principal payments on account of Demand Loan 865 shall be deferred until September 30, 2024, or such later date that the Bank may agree to in writing.

13. The Borrower shall make the following interest payments to the Bank with respect to Demand Loan 865:

    (a) on or before July 2, 2024, accrued interest for the month of May 2024;

    (b) on or before August 1, 2024, accrued interest for the months of June and July 2024; and

    (c) on or before September 3, 2024, accrued interest for the month of August 2024.

14. The Borrower shall continue to make its monthly blended principal and interest payments with respect to Demand Loan 914 and its monthly interest for the Operating Loan when due.

Winery Sale

15. The Credit Parties shall continue with their efforts to sell the Winery and provide regular updates to the Bank at least once per month.

Financial Reporting

16. The Borrower shall continue to provide all monthly financial reporting to the Bank, when due, during the Fifth Extended Forbearance Period herein as set out in the Forbearance Agreement.

17. The Borrower shall forthwith provide to the Bank its updated cash flow projections for fiscal year 2024, in a form satisfactory to the Bank in its sole discretion.

Forbearance Fee

18. The Borrower shall forthwith pay to the Bank a further forbearance fee in the amount of $5,000, which fee the Bank may add to the Indebtedness in any manner that the Bank may see fit, and when so added, such fee shall be secured by the Security.

General

19. Each of the Credit Parties acknowledge and agree that upon the expiry of the Fifth Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Fifth Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

20. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

21. In the event foreclosure proceedings are commenced pursuant to sections 20 and 21 above, then the Credit Parties consent to the proceedings being commenced in the Vancouver Registry of the B.C. Supreme Court to one (1) day redemption period in such proceedings along with immediate conduct of sale in favour of the Bank.

22. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

23. The Credit Parties acknowledge and agree that the granting of forbearance as set out in the this Agreement, together with any payments accepted by the Bank and/or any actions taken by the Bank with respect to the Credit Facilities, the Indebtedness or the Security, shall not constitute a waiver of any event which would constitute an Event of Default.

24. The Credit Parties acknowledge and agree that the Bank does not control the operations or management of the Credit Parties' businesses or affairs generally.

25. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

26. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

27. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

28. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

29. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Wyn P Lewis Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis **MARION LEWIS**

SIXTH SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference November 26, 2024

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023, a Second Supplemental Forbearance Agreement dated for reference August 1, 2023, a Third Supplemental Forbearance Agreement dated for reference November 23, 2023 a Fourth Supplemental Forbearance Agreement dated for reference March 13, 2024, and a Fifth Supplemental Forbearance Agreement dated for reference June 10, 2024 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after September 30, 2024, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery (the **"Winery"**) and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, as amended by the Forbearance Agreement, the Bank continue to make the Credit Facilities available in the short term and not proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Winery and repay the Indebtedness in full.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **February 28, 2025** (the "**Sixth Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Sixth Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Sixth Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Sixth Extended Forbearance Period beyond February 28, 2025, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at November 21, 2024 as follows:

   (a) $4,940,267.42 on account of Demand Loan 865;

   (b) $106,654.84 on account of Demand Loan 914; and

   (c) $696,087.88 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

[1] Exclusive of accrued and unpaid interest due for the months of September 1, 2023 through October 31, 2024 in the amount of $425,975.80 on account of Demand Loan 865.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Monthly Payments

12. The Credit Parties acknowledge and agree that all principal and interest payments on account of Demand Loan 865 shall be deferred until February 28, 2025, or such later date that the Bank may agree to in writing.

13. The Borrower shall continue to make its monthly blended principal and interest payments with respect to Demand Loan 914 and its monthly interest for the Operating Loan when due.

Winery Sale

14. The Credit Parties shall continue with their efforts to sell the Winery and provide regular updates to the Bank at least once per month.

Financial Reporting

15. The Borrower shall continue to provide all monthly financial reporting to the Bank as set out in the Forbearance Agreement during the Sixth Extended Forbearance Period herein.

Forbearance Fee

16. The Borrower shall forthwith pay to the Bank a further forbearance fee in the amount of $5,000, which fee the Bank may add to the Indebtedness in any manner that the Bank may see fit, and when so added, such fee shall be secured by the Security.

General

17. Each of the Credit Parties acknowledge and agree that upon the expiry of the Sixth Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Sixth Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

18. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security,

with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

19. In the event foreclosure proceedings are commenced pursuant to sections 18 and 19 above, then the Credit Parties consent to the proceedings being commenced in the Vancouver Registry of the B.C. Supreme Court to one (1) day redemption period in such proceedings along with immediate conduct of sale in favour of the Bank.

20. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

21. The Credit Parties acknowledge and agree that the granting of forbearance as set out in the this Agreement, together with any payments accepted by the Bank and/or any actions taken by the Bank with respect to the Credit Facilities, the Indebtedness or the Security, shall not constitute a waiver of any event which would constitute an Event of Default.

22. The Credit Parties acknowledge and agree that the Bank does not control the operations or management of the Credit Parties' businesses or affairs generally.

23. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

24. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

25. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

26. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

27. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: Damon Danesh Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: wyn p lewis Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: wyn p lewis **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: **MARION LEWIS**

Signature: Marion Lewis (Dec 4, 2024 09:58 PST)

Email: marion@thevibrantvine.com

SEVENTH SUPPLEMENTAL FORBEARANCE AGREEMENT

This Agreement is dated for reference April 30, 2025

BETWEEN: **BANK OF MONTREAL**, a chartered bank of Canada having an office at Suite Mezzanine Level - 595 Burrard Street, Vancouver, British Columbia, V7X 1L7 (the "**Bank**")	AND: **VIBRANT VINE WINERY INC.**, c/o Registered and Records Office, 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 (the "**Borrower**")
AND: **WYN LEWIS**, c/o 830 Bernard Avenue, Kelowna, British Columbia V1Y 6P5 ("**Wyn**")	AND: **MARION LEWIS**, c/o 830 Bernard Avenue, Kelowna, B.C. V1Y 6P5 ("**Marion**" and together with Wyn and the Borrower, the "**Credit Parties**")

WHEREAS:

A. The Credit Parties and the Bank entered into a Forbearance Agreement dated for reference February 8, 2023, as modified by a Supplemental Forbearance Agreement dated for reference May 29, 2023, a Second Supplemental Forbearance Agreement dated for reference August 1, 2023, a Third Supplemental Forbearance Agreement dated for reference November 23, 2023 a Fourth Supplemental Forbearance Agreement dated for reference March 13, 2024, a Fifth Supplemental Forbearance Agreement dated for reference June 10, 2024 and a Sixth Supplemental Forbearance Agreement dated for reference November 26, 2024 (collectively, the "**Forbearance Agreement**").

B. Pursuant to the terms of the Forbearance Agreement, the Bank agreed to forbear from security enforcement until after February 28, 2025, or such later date as may be agreed to by the Bank in its sole discretion, in order to provide the Credit Parties with a reasonable period of time to sell the Borrower's winery (the **"Winery"**) and repay the Indebtedness in full.

C. The Credit Parties have requested that, notwithstanding the Forbearance Period has expired and the Borrower's ongoing financial difficulties and default under the Credit Agreement, as amended by the Forbearance Agreement, the Bank continue to make the Credit Facilities available in the short term and not proceed to take steps to enforce the Security, all on the terms and conditions herein, in order to provide the Credit Parties with a further reasonable period of time to sell the Winery and repay the Indebtedness in full.

WITNESSES THAT for consideration the Credit Parties and the Bank agree to the following terms and conditions:

1. Certain capitalized words used but not otherwise defined herein (including the Recitals) have the meaning given to them in the Forbearance Agreement.

2. Each of the Credit Parties acknowledge and agree that the recitals to this Agreement above are incorporated into and form an integral part of this Agreement and are true and accurate in every respect.

3. Each of the Credit Parties acknowledge and agree that except as set out herein, the Bank is not under any obligation whatsoever to provide further loans, overdraft facilities or other banking accommodations to the Borrower.

Forbearance

4. Subject to the execution and delivery of this Agreement to the Bank by the Credit Parties, the Bank agrees that, provided that no further Event of Default occurs, including default hereunder, it will not take steps to enforce the Security to recover the Indebtedness until after **September 2, 2025** (the "**Seventh Extended Forbearance Period**") or such later date as may be agreed to by the Bank in its sole discretion.

5. The Credit Parties acknowledge and agree that the Seventh Extended Forbearance Period is reasonable in the circumstances.

6. Notwithstanding the Credit Parties' obligations set out in this Agreement may contemplate payments and reporting beyond the Seventh Extended Forbearance Period, nothing contained in this Agreement shall be deemed to extend the Seventh Extended Forbearance Period beyond September 2, 2025, or such later date as the Bank may agree to in writing.

Confirmation of Forbearance Agreement, Indebtedness, and Security

7. The Credit Parties acknowledge the outstanding balances on account of the Indebtedness[1] as at April 24, 2025 as follows:

   (a) $4,941,781.83 on account of Demand Loan 865;

   (b) $83,421.16 on account of Demand Loan 914; and

   (c) $675,133.83 on account of the Operating Loan.

8. Each of the Credit Parties acknowledge and agree that the Indebtedness is due and owing by the Borrower to the Bank, and hereby waive any rights any of them may have as at the date of this Agreement to claim any abatement or offset of the amounts whether arising by way of defence or counterclaim.

9. Each of the Credit Parties acknowledge and agree that all of the Security Documents are in full force and effect, and are valid and enforceable in accordance with their terms.

[1] Exclusive of interest on account of the Indebtedness for the month of April, 2025 together with additional accrued and unpaid interest in the amount of $616,138 on account of Demand Loan 865.

10. Each of the Credit Parties hereby ratify and confirm and/or re-confirm all acknowledgements, representations, warranties, covenants, releases and waivers contained in the Forbearance Agreement.

11. The confirmations and acknowledgments herein by each of the Credit Parties in relation to the Indebtedness and the Security Documents constitute acknowledgments of their respective liability for the Indebtedness and pursuant to the Security as contemplated by the British Columbia *Limitation Act*.

Monthly Payments

12. The Credit Parties acknowledge and agree that all principal payments on account of Demand Loan 865 shall be deferred until August 31, 2025, or such later date that the Bank may agree to in writing.

13. The Borrower shall make the following interest payments to the Bank with respect to Demand Loan 865:

    (a) on or before July 2, 2025, accrued interest for the month of May 2025;

    (b) on or before August 1, 2025, accrued interest for the months of June and July 2025; and

    (c) on or before September 2, 2025, accrued interest for the month of August 2025.

14. The Borrower shall continue to make its monthly blended principal and interest payments with respect to Demand Loan 914 and its monthly interest for the Operating Loan when due.

Winery Sale

15. The Credit Parties shall continue with their efforts to sell the real property comprising the Winery and provide regular updates to the Bank at least once per month.

Financial Reporting

16. The Borrower shall continue to provide all monthly financial reporting to the Bank, when due, during the Seventh Extended Forbearance Period herein as set out in the Forbearance Agreement.

17. The Borrower shall forthwith provide to the Bank its updated cash flow projections for fiscal year 2025, in a form satisfactory to the Bank in its sole discretion.

Forbearance Fee

18. The Borrower shall forthwith pay to the Bank a further forbearance fee in the amount of $5,000, which fee the Bank may add to the Indebtedness in any manner that the Bank may see fit, and when so added, such fee shall be secured by the Security.

General

18. Each of the Credit Parties acknowledge and agree that upon the expiry of the Seventh Extended Forbearance Period herein or upon the happening of an Event of Default under the Forbearance Agreement (other than those past defaults already referenced therein) or default under this Agreement, then the Bank shall have the immediate right to terminate the remainder of the Seventh Extended Forbearance Period, if any, and proceed to issue formal demand for payment followed by enforcement of the Security in the event of non-payment in full pursuant to such demand.

19. In the event of security enforcement by the Bank in accordance with the preceding paragraph, the Credit Parties irrevocably consent to the appointment of a Receiver or a Receiver-Manager and all of the assets, property and undertakings charged by the Security, with power of sale in favor of such Receiver/Manager. Each of the Credit Parties acknowledge and agree that the Bank may rely on this Agreement together with the Forbearance Agreement, as evidence of the Credit Parties' irrevocable consent to the appointment of a Receiver or a Receiver-Manager in any court application for the appointment of such Receiver or Receiver-Manager.

20. In the event foreclosure proceedings are commenced pursuant to sections 18~~14~~ and 19~~15~~ above, then the Credit Parties consent to the proceedings being commenced in the Vancouver Registry of the B.C. Supreme Court to one (1) day redemption period in such proceedings along with immediate conduct of sale in favour of the Bank.

21. The Bank may, at its option and in its sole discretion, waive in writing any Event of Default, including default hereunder, but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default under the Forbearance Agreement, as amended by this Agreement.

22. The Credit Parties acknowledge and agree that the granting of forbearance as set out in the this Agreement, together with any payments accepted by the Bank and/or any actions taken by the Bank with respect to the Credit Facilities, the Indebtedness or the Security, shall not constitute a waiver of any event which would constitute an Event of Default.

23. The Credit Parties acknowledge and agree that the Bank does not control the operations or management of the Credit Parties' businesses or affairs generally.

24. Except as set out herein, all other terms and conditions of the Forbearance Agreement shall remain in full force and effect and are hereby ratified and confirmed.

25. Each of the Credit Parties acknowledge and agree that this Agreement shall in all respects be binding upon it, and its respective administrators, successors and assigns.

26. If there is any inconsistency between this Agreement and any other agreement with the Bank concerning the Indebtedness, the provisions of this Agreement shall prevail.

27. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

28. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: wyn p lewis Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: wyn p lewis **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: **MARION LEWIS**

27. This Agreement may be executed in two or more counterparts and all such executed counterparts shall constitute one in the same document. All such counterparts may be delivered by fax or any electronic form.

28. Each of the Credit Parties acknowledge and agree that they have had the opportunity to seek independent legal advice prior to execution of this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first written above.

ACCEPTED, ACKNOWLEDGED AND AGREED: **BANK OF MONTREAL** Per: _____ Authorized Signatory	ACCEPTED, ACKNOWLEDGED AND AGREED: **VIBRANT VINE WINERY INC.** Per: Wyn P Lewis _____ Authorized Signatory
ACCEPTED, ACKNOWLEDGED AND AGREED: Wyn P Lewis _____ **WYN LEWIS**	ACCEPTED, ACKNOWLEDGED AND AGREED: Marion Lewis _____ **MARION LEWIS**

This is Exhibit "K" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

LAWSON LUNDELL LLP

Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2
T: 604.685.3456

March 11, 2026

Bryan C. Gibbons
T: (604) 631-9152
F: (604) 694-2958
bgibbons@lawsonlundell.com

DELIVERED BY COURIER
and BY EMAIL: wynlewis@thevibrantvine.com

STRICTLY CONFIDENTIAL

Wyn Lewis and Marion Lewis
c/o 3240 Pooley Road
Kelowna, B.C. V1W 4G7

Re: Your guarantee of the indebtedness of Vibrant Vine Winery Inc. (the "Company") to Bank of Montreal (the "Bank") dated November 29, 2023 (the "Guarantee"), secured by two all-indebtedness Mortgages and Assignment of Rents (together, the "Mortgages") registered against property at 3240 Pooley Road, Kelowna, B.C. (PID No. 004-231-384) (the 'Lands")

We are the solicitors for the Bank with respect to the above-captioned matter. Demand for payment has now been made upon the Company and a copy of our demand letter is enclosed for your reference.

Pursuant to the terms of the Guarantee, you have jointly and severally guaranteed the indebtedness of the Company to the Bank to a limit of $7,000,000, plus interest and costs as set out therein. As at March 10, 2026, the Company was indebted to the Bank for the sum of $$6,843,572.46, plus interest thereafter (the "**Indebtedness**").

On behalf of our client, we hereby make formal demand upon you, pursuant to the Guarantee, for payment of the Indebtedness, plus interest and costs from and after March 10, 2026, to the date of payment, as set out above. We also make demand upon you pursuant to the Mortgage.

This letter is to advise you that unless payment of the Indebtedness plus interest to the date of payment as set out above, plus legal costs, is made into this office by certified cheque or bank draft payable to Lawson Lundell LLP, in trust, on or before noon on April 3, 2026, legal proceedings may be commenced against you without further notice.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we are enclosing a Notice of Intention to Enforce Security in the prescribed form. Pursuant to the provisions of the *Farm Debt Mediation Act*, we are also enclosing a Notice of Intent to Realize on Security.

All inquiries and payments should be directed to the attention of the writer to ensure that due credit is given immediately to your account. Kindly acknowledge receipt of this letter by signing where indicated below and returning a copy to our office.

Yours very truly,

LAWSON LUNDELL LLP



Bryan C. Gibbons*
*Law Corporation
LEA/Encl.

cc: Bank of Montreal

RECEIPT ACKNOWLEDGED this _____ day of March, 2026

_____
Wyn Lewis

_____
Marion Lewis

BANKRUPTCY AND INSOLVENCY ACT
FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
[Subsection 244(1)]

TO: WYN LEWIS AND MARION LEWIS (the "**Debtors**")

Take notice that:

1. BANK OF MONTREAL, a secured creditor, intends to enforce its security on the property of the Debtors described below:

   Mortgages and Assignments of Rents

   All of the right, title and interest of the Debtors as registered owner in and to real property located at 3240 Pooley Road, Kelowna, B.C., legally described as:

   PARCEL IDENTIFIER: 004-231-384
   LOT 2 SECTION 15 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 3379

2. The security that is to be enforced is in the form of two Mortgages and Assignments of Rents.

3. The total amount of indebtedness secured by the security is $6,843,572.46 as at March 10, 2026.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtors consents to an earlier enforcement.

Dated at Vancouver, British Columbia, this 11th day of March, 2026

BANK OF MONTREAL

LAWSON LUNDELL LLP,
solicitors for Bank of Montreal

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

Applicable to Commercial Farmers Only

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security, plus service time.
A copy of this notice must be sent to the Farm Debt Mediation Service (FDMS) Administrator.

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:

Secured creditor name and address

Name of secured creditor
Bank of Montreal (Bryan C. Gibbons, Solicitor)

Email address of secured creditor or authorized representative	Phone number of secured creditor or authorized representative
bgibbons@lawsonlundell.com	604-631-9152

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Farmer's address

Full name of farmer or business name
Marion Lewis

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	3240		Pooley	Road

Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Kelowna	British Columbia	V1W 4G7

	The security being (type(s) of security)	on (asset(s))
	1st and 2nd Mortgages & Assignment of Rents	3240 Pooley Road, Kelowna, BC (PID: 004-231-384)

Signature of secured creditor or authorized representative

2026-03-11
Date

If you are currently engaged in commercial farming, you are hereby notified of this intended action and advised of your right to apply for a review of your financial affairs, mediation with your creditors, and a stay of proceedings.

The FDMS is a free service offered by the Government of Canada. You can apply for mediation and a stay of proceedings at any time, including before, during, or after the 15 business day period, by submitting an application to the FDMS. The FDMS provides a qualified farm financial consultant to review your finances and to prepare a recovery plan for your mediation meeting. FDMS also provides a qualified mediator to help you and your creditors reach a mutually acceptable arrangement.

Contact the FDMS

Website: agriculture.canada.ca/fdms
Email: aafc.fdms-smmea.aac@agr.gc.ca
Phone toll free: 1-866-452-5556
Fax toll-free: 1-833-902-8388

Mailing Address
Farm Debt Mediation Service
Agriculture and Agri-Food Canada
Box 3200
Winnipeg MB R3C 1M8

Farm Debt Mediation Services Privacy Notice
Your personal information will be handled in accordance with the Privacy Act. This gives you the right to the protection and correction of, and access to, your personal information. If you have questions regarding how your rights may be exercised, you can contact AAFC's Access to Information and Privacy Director at aafc.atip-aiprp.aac@agr.gc.ca. You also have the right to file a complaint with the Office of the Privacy Commissioner of Canada concerning AAFC's handling of their personal information. For more details on the collection, use, disclosure, and retention of your personal information, please see the AAFC specific Farm Debt Mediation Service Personal Information Bank AAFC PPU 227.

A copy of this form must be sent to the FDMS Administrator

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

Applicable to Commercial Farmers Only

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security, plus service time.
A copy of this notice must be sent to the Farm Debt Mediation Service (FDMS) Administrator.

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:

Secured creditor name and address

Name of secured creditor
Bank of Montreal (Bryan C. Gibbons, Solicitor)

Email address of secured creditor or authorized representative	Phone number of secured creditor or authorized representative
bgibbons@lawsonlundell.com	604-631-9152

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Farmer's address

Full name of farmer or business name
Wyn Lewis

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	3240		Pooley	Road

Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Kelowna	British Columbia	V1W 4G7

	The security being (type(s) of security)	on (asset(s))
	1st and 2nd Mortgages & Assignment of Rents	3240 Pooley Road, Kelowna, BC (PID: 004-231-384)

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A copy of this form must be sent to the FDMS Administrator

LAWSON LUNDELL LLP

Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2
T: 604.685.3456

Bryan C. Gibbons
T: (604) 631-9152
F: (604) 694-2958
bgibbons@lawsonlundell.com

March 11, 2026

DELIVERED BY COURIER
and BY EMAIL: wynlewis@thevibrantvine.com

STRICTLY CONFIDENTIAL

Vibrant Vine Winery Inc.
c/o 3240 Pooley Road
Kelowna, B.C. V1W 4G7

Attention: Wyn Lewis and Marion Lewis

Re: Your outstanding indebtedness to Bank of Montreal (the "Bank"), payable on demand, secured by, *inter alia,* a General Security Agreement (the "GSA") and a General Assignment of Book Debts (the "GABD"), each dated December 10, 2018

We are the solicitors for the Bank with respect to the above-captioned matter.

We are instructed that as at March 10, 2026, you are indebted to the Bank as follows:

Description	Balance	Interest Rate per annum
Revolving Operating Demand Loan* Account #********901	$710,995.84	Prime + 2%
Non-Revolving Demand Loan Account #********914	$37,469.23	Prime + 3%
Non-Revolving Demand Loan* Account #********865	$6,034,755.72	Prime + 3%
CEBA Loan Account #********0026-49	$60,351.67	5%
TOTAL	**$6,843,572.46**	

(**Total may fluctuate - updated figures must be obtained prior to paying out this loan.*)

(the "**Indebtedness**").

On behalf of our client, we hereby make formal demand upon you for payment of the Indebtedness. We also make demand upon you pursuant to the GSA and the GABD.

This letter is to advise you that unless payment of the Indebtedness, plus interest to the date of payment as set out above, plus legal costs, is made into this office by certified cheque or bank draft

payable to Lawson Lundell LLP, in trust, on or before April 3, 2026, legal proceedings, which may include enforcement of the Bank's security, the appointment of a Receiver or a Receiver Manager and/or the appointment of an agent, as well as foreclosure proceedings with respect to the Mortgage, may be commenced against you without further notice.

This letter is also to confirm that at the expiry of the demand period herein, the Bank will be at liberty to terminate the Operating Line at the Bank's option and without further notice, in which case no further cheques/debits will be honoured.

Pursuant to the provisions of the *Bankruptcy and Insolvency Act*, we are enclosing a Notice of Intention to Enforce Security in the prescribed form. Pursuant to the provisions of the *Farm Debt Mediation Act*, we are also enclosing a Notice of Intent to Realize on Security.

All inquiries and payments should be directed to the attention of the writer to ensure that due credit is given immediately to your account. Kindly acknowledge receipt of this letter by signing where indicated below and returning a copy to our office.

Yours very truly,

LAWSON LUNDELL LLP

Bryan C. Gibbons*
*Law Corporation

lea/Enc.

cc: Bank of Montreal

RECEIPT ACKNOWLEDGED this _____ day of March, 2026

VIBRANT VINE WINERY INC.

_____
Per

Print Name: _____

BANKRUPTCY AND INSOLVENCY ACT
FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
[Subsection 244(1)]

TO: VIBRANT VINE WINERY INC. (the "**Debtor**")

Take notice that:

1. BANK OF MONTREAL, a secured creditor, intends to enforce its security on the property of the Debtor described below:

   General Security Agreement:

   All presently owned or held or after acquired or held personal property and a floating charge on land

   General Assignment of Book Debts

   Accounts

2. The security that is to be enforced is in the form of a General Security Agreement and a General Assignment of Book Debts.

3. The total amount of indebtedness secured by the security is $6,843,572.46 as at March 10, 2026.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Vancouver, British Columbia, this 11th day of March, 2026

BANK OF MONTREAL



LAWSON LUNDELL LLP,
solicitors for Bank of Montreal

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

Applicable to Commercial Farmers Only

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security, plus service time. A copy of this notice must be sent to the Farm Debt Mediation Service (FDMS) Administrator.

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:

Secured creditor name and address

Name of secured creditor Bank of Montreal (Bryan C. Gibbons, Solicitor)	
Email address of secured creditor or authorized representative bgibbons@lawsonlundell.com	Phone number of secured creditor or authorized representative 604-631-9152

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Farmer's address

Full name of farmer or business name
Vibrant Vine Winery Inc.

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name		Street Type
	3240		Pooley		Road
Street direction	PO Box or Route Number		Municipality (City, Town, etc.) Kelowna	Province British Columbia	Postal code V1W 4G7

	The security being (type(s) of security)	on (asset(s))
	General Security Agreement	All presently owned and after-acquired personal property
	General Assignment of Book Debts	Accounts



Signature of secured creditor or authorized representative

2026-03-11
Date

If you are currently engaged in commercial farming, you are hereby notified of this intended action and advised of your right to apply for a review of your financial affairs, mediation with your creditors, and a stay of proceedings.

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Mailing Address
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Box 3200
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This is Exhibit "L" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits within British Columbia

PROPERTY TAX CERTIFICATE

kelowna.ca

Printed: Mar 30, 2026
Number: 64601

1435 Water Street
Kelowna, BC V1Y 1J4
P: 250-469-8757
E: revenue@kelowna.ca

This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes.
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 APIC
014134-168528

Owner

LEWIS, WYN
LEWIS, MARION
1-3240 POOLEY RD
KELOWNA BC V1W 4G7

Property

Folio: 04403.000 **LTO No.:** CA2185771
Pid: 004-231-384 **MHR No.:**
Civic: 3240 POOLEY RD
Legal: PL KAP3379, LT 2, SEC 15, TWP 26,
Status: ACTIVE

General Property Information

Item	Setting	Description
S.E. KELOWNA IRRIGATED ACREAGE	10.9	

2026 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	MULTIPLE	NET	164,650	5,610,000	5,774,650
SCHOOL	MULTIPLE	NET	153,125	5,610,000	5,763,125
HOSPITAL	MULTIPLE	NET	153,125	5,610,000	5,763,125

2025 Levies, Grants, Deferrals

Total Levy	**37,614.47**
Grant Available	
65 and over	0.00
Under 65	0.00
Grant Claimed	**0.00**
Deferred	**0.00**

Property Taxes Owing As At Mar 30, 2026

Delinquent (2024)	41,287.05
Arrears (2025)	41,375.92
Interest to Mar 30, 2026	1,501.63
Current (2026)	0.00
	84,164.60
Penalties	0.00
Total Taxes Owing	**84,164.60**

2026 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Mar 30, 2026	**0.00**

Local Improvements

Bylaw	Expires	Type	Levy	Status
12327 SOUTHEST KELOWNA INTEGRATION	Dec 31, 2039	FIXED	492.86	Included in Taxes
8923 WATER PARCEL TAX		VARIABLE	50.00	Included in Taxes

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
10106 COLLECTION	396.68
10106 UPGRD GARBAGE CART	92.00

Utility Account Number 1046942

Utility Billing Customer Care:
email: utilitybilling@kelowna.ca or phone: 250-469-8757 (option 2)

This property has an annual irrigation allotment of 30,215.89, which is based on 2775.33 cubic meters per acre.
The usage as at Jan 16, 2026 is 0 cubic meters. Volume over the annual allotment is billed on the 6th billing period of the year.
For current rates, visit kelowna.ca/utilities.

Unpaid Arrears	6,016.79
Balance of Last Bill - Due **Mar 16, 2026**	106.05
Account Balance as at Mar 30, 2026	**6,122.84**

Account Type	AGRICULTURAL
Number of Unit(s) on Premises	1

Details of Last Bill

Charges on Last Bill	106.05
Payments Applied	0.00
Penalties	0.00
Adjustments	0.00

Bi-Monthly Billing History

Description	Amount	Covers	Days	Consumption
Aug 16, 2025 TO Oct 15, 2025				
TOTAL CHARGES FOR 2025 PERIOD 5	197.81	16-Aug-25 15-Oct-25	61	174.00
Oct 16, 2025 TO Dec 15, 2025				
TOTAL CHARGES FOR 2025 PERIOD 6	5,840.27	01-Jan-25 31-Dec-25	365	8,662.11
Dec 16, 2025 TO Feb 15, 2026				

TOTAL CHARGES FOR 2026 PERIOD 1	106.05	16-Dec-25 15-Feb-26	62	**147**	29.00

Utility Account Number 1047368

Utility Billing Customer Care:
email: utilitybilling@kelowna.ca or phone: 250-469-8757 (option 2)

Unpaid Arrears	99.12	**Details of Last Bill**	
Balance of Last Bill - Due **Mar 16, 2026**	105.07	Charges on Last Bill	105.07
Account Balance as at Mar 30, 2026	**204.19**		
		Payments Applied	0.00
Account Type	COMMERCIAL SM	Penalties	0.00
Number of Unit(s) on Premises	1	Adjustments	0.00

Bi-Monthly Billing History

Description	Amount	Covers	Days	Consumption
Aug 16, 2025 TO Oct 15, 2025				
TOTAL CHARGES FOR 2025 PERIOD 5	99.12	16-Aug-25 15-Oct-25	61	
Oct 16, 2025 TO Dec 15, 2025				
TOTAL CHARGES FOR 2025 PERIOD 6	99.12	16-Oct-25 15-Dec-25	61	
Dec 16, 2025 TO Feb 15, 2026				
TOTAL CHARGES FOR 2026 PERIOD 1	105.07	16-Dec-25 15-Feb-26	62	

Important Property Comments

DELINQUENT	Properties with delinquent taxes will be sold in council chambers at 10am on the last Monday of September.
TAX	Daily interest on Arrears and Delinquent taxes is $ 16.872

For properties in the Glenmore Ellison Improvement District, Rutland Waterworks and Black Mountain Irrigation District, please contact your water provider for outstanding water charges. To find your water provider please go to:
https://www.kelowna.ca/city-services/water-wastewater/find-your-water-provider

E & O/E

This is Exhibit "M" referred to in the affidavit of .....Danon Danesh..... made before me on April 10, 2026.

.....

A Commissioner for taking Affidavits
within British Columbia

Deloitte.

Deloitte Restructuring Inc.
Level 19-410 West Georgia Street
Vancouver BC V6B 0S7
Canada

Tel: 604-640-3164
Fax: 604-602-1583
www.deloitte.ca

March 19, 2026

Lawson Lundell LLP
#1600-925 W. Georgia St
Vancouver, BC V6C 3L2

Attention: Bryan Gibbons

Re: Receivership of Vibrant Vine Winery Inc. (the Company) and 3240 Pooley Road, Kelowna, British Columbia – PID: 004-231-384 (the Lands)

We confirm that Deloitte Restructuring Inc. is prepared to act as Receiver and Manager of the Lands and all assets, undertakings, and property of the Company, and will comply with any Order issued by the Supreme Court of British Columbia.

Yours very truly,

DELOITTE RESTRUCTURING INC.

Per: _____

Jeff Keeble, CPA, CA, CIRP, LIT, CBV
Senior Vice President