

- 4 -

- (a) the presence or existence of any Hazardous Substances in, on, under, from, onto or upon the Property or coming from lands located adjacent to the Property, or
- (b) any actual Release of Hazardous Substances that have occurred or are currently occurring in, on, under, upon, from or onto the Property or coming from lands located adjacent to the Property.

3.2 The Lender understands that Indemnitors may occasionally use materials in the ordinary course of their business that might be defined as Hazardous Substances, and the Lender consents to the presence of such materials at the Property so long as they are used and handled by Indemnitors and those for whom they are at law responsible in strict accordance with Applicable Laws.

3.3 Indemnitors represent for themselves and each of their officers, directors, agents, contractors, employees and others for whom they are at law responsible that, as of the date of this Agreement, it has no knowledge after due and diligent investigation of any failure by it at any time to comply with Applicable Laws with respect to the Property. Indemnitors are not now and have not been subject to any judicial, governmental, regulatory or other investigations, orders, proceedings, orders, notices or inquiries relating to non-compliance with Applicable Laws. Neither Indemnitors, nor any of their officers and directors, have not been convicted of an offence for non-compliance with Applicable Laws or been fined or otherwise sentenced or settled such prosecution short of conviction.

3.4 The Indemnitors explicitly warrant that, to the best of their knowledge, no material amounts of any urea formaldehyde foam, asbestos, PCBs, radioactive materials or substances determined to be injurious to human life or health are present in any improvements at the Property or found in the soil of any part of the Property. The presence of such materials will be considered a default under the Loan, provided that the Indemnitors shall have a period of 15 days after written notice from the Lender to remove such materials from the Property to the satisfaction of the Lender, in which case there shall be no default under the Loan.

3.5 Indemnitors and those for whom they are at law responsible shall at all times during the term of the Loan comply with Applicable Laws.

3.6 Except as disclosed to the Lender in the Reports, the Property has not been used as a landfill site, a waste disposal site or as a location for the disposal or Release of Hazardous Substances or any other waste. There are no underground storage tanks or vessels and their related equipment including piping, active or abandoned, located at the Property.

3.7 The representations, covenants, warranties, obligations and liabilities of Indemnitors under this Agreement are continuing and shall fully survive indefinitely notwithstanding any termination, satisfaction, assignment, entry of a judgment of foreclosure, exercise of any power of sale, if available, pursuant to the laws of the jurisdiction in which the Property is located, or any right of foreclosure.

3.8 Indemnitors have not released and will not release or waive the liability of any present or prior owner, lessee, licensee, operator or other occupant of the Property or any Other Property or any party who may be potentially responsible for, without limitation, the presence, existence, release, deposit, spill, dumping, discharge, leak, emission, escape, injection, disposal, remediation, clean-up, treatment, monitoring or removal of Hazardous Substances in, on, under, upon, onto or from the Property.

3.9 In the case of any conflict between the provisions of this Agreement and the provisions of any other Loan Documents pertaining to environmental matters, the provisions of this Agreement shall control and prevail.

ARTICLE 4 - NOTICE

- 5 -

4.1 Indemnitors agree to provide written notification to the Lender immediately if Indemnitors become aware of:

- (a) any Release or other discovery of any of Hazardous Substance in, on, under, upon, onto or migration from the Property or other environmental problem or liability with respect to the Property or Other Property;
- (b) any actual or threatened claim, action, suit, complaint, summons, writ, demand, order, direction, warning, ticket, notice or other communication from any person, entity or governmental authority relating to any environmental problem or liability with respect to the Property and Indemnitors will immediately provide copies of same to the Lender upon the request of the Lender.

In such event, at its own cost and expense, Indemnitors will immediately:

- (i) obtain and furnish to the Lender, upon the request of and as specified by the Lender, an environmental audit or survey from an expert satisfactory to the Lender with respect to the Property; and
- (ii) proceed in a timely manner, taking into account any effects on human health and the environment, to take all actions which are necessary or desirable to, without limitation, investigate, remediate, restore, clean up, treat, monitor, contain or remove any Hazardous Substances affecting the Property and to comply with the recommendations of any environmental audit or survey or as required by applicable governmental authorities or by any Applicable Laws.

Following the completion of any such actions as described herein, Indemnitors shall proceed in a timely manner to restore the Property to its former state of productive use. If Indemnitors fail to take such actions, the Lender may, but shall not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Indemnitors shall reimburse the Lender on demand for the full amount of all costs and expenses to effect such compliance.

4.2 Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be delivered in accordance with Section 8.9 of the Loan Agreement.

ARTICLE 5 - MISCELLANEOUS

5.1 This Agreement shall be binding upon and inure to the benefit of the Lender and Indemnitors and their respective heirs, representatives, successors and assigns.

5.2 This Agreement shall be governed under the laws of the Province in which the Property is situated.

5.3 In any suit, action, application or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein including legal fees and disbursements at trial and on appeal.

5.4 In the event that this Agreement is executed by more than one party as Indemnitors, the liability of such parties shall be joint and several. Any one or more parties liable upon or in respect of this Agreement may be released without affecting the liability of any party not so released.

5.5 The headings of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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5.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

5.7 This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original and all of which, taken together, shall constitute one Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Indemnitors have executed or have caused this Environmental Indemnity Agreement to be executed by their duly authorized officer as of the 14th day of August, 2022.


CANADIAN WESTERN BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

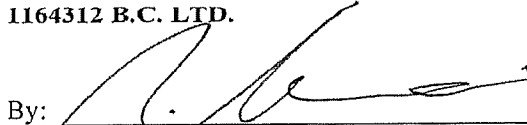
I/We have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director


I have authority to bind the corporation.

1164312 B.C. LTD.

By: 
Name: Ryan Moreno
Title: Director

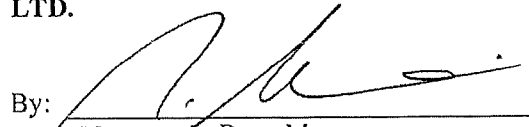
I have authority to bind the corporation.

JOSEPH RICHARD INVESTMENTS LTD.

By: 
Name: Ryan Moreno
Title: Director


I have authority to bind the corporation.

EDITH & ARTHUR PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

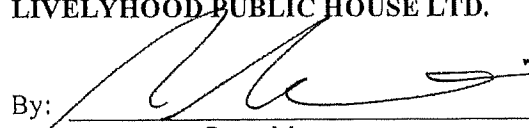
I have authority to bind the corporation.

JRG CLOVERDALE VENTURES LTD.

By: 
Name: Ryan Moreno
Title: Director

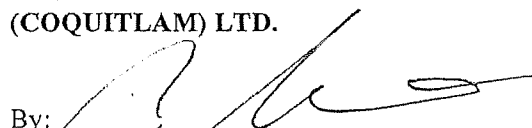
I have authority to bind the corporation.

LIVELYHOOD PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

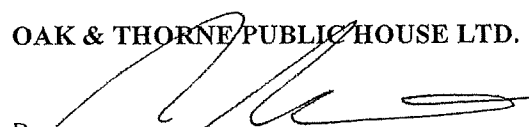
I have authority to bind the corporation.

MICKY'S INVESTMENTS (COQUITLAM) LTD.

By: 
Name: Ryan Moreno
Title: Director


I have authority to bind the corporation.

OAK & THORNE PUBLIC HOUSE LTD.

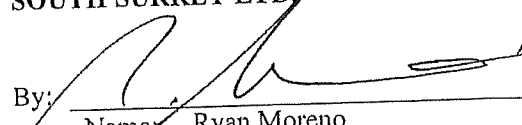
By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

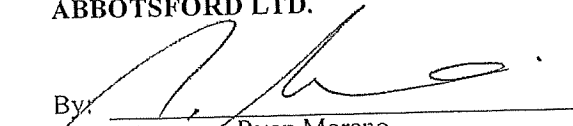
**S&L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

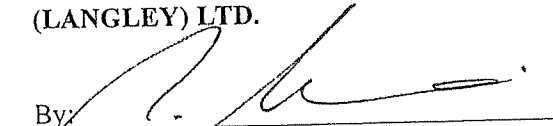
**S&L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.


**STEVESTON HOSPITALITY SERVICES
LTD.**

By: see counterpart
Name: George Tachejian
Title: Director
I have authority to bind the corporation.


**SUDO ASIAN KITCHEN HOLDINGS
(LANGLEY) LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

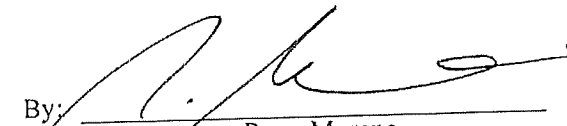
THE PHAT BIRD PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

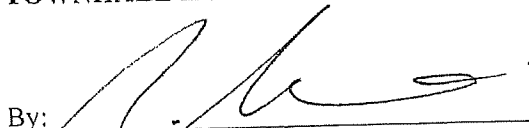
**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.


THE STUDY PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

TOWNHALL HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**TOWNHALL HOLDINGS (CHILLIWACK)
LTD.**

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**STEVESTON HOSPITALITY SERVICES
LTD.**

By: _____
Name: George Tachejian
Title: Director
I have authority to bind the corporation.

**SUDO ASIAN KITCHEN HOLDINGS
(LANGLEY) LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

THE PHAT BIRD PUBLIC HOUSE LTD.

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

THE STUDY PUBLIC HOUSE LTD.

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

TOWNHALL HOLDINGS LTD.

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

**TOWNHALL HOLDINGS (CHILLIWACK)
LTD.**

By: _____
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

TOWNHALL HOLDINGS (SOUTH SURREY) LTD..

By: [Signature]
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JOSEPH RICHARD IP HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

Witness: [Signature]
Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

Witness:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

)
)
)
)
)
)
)
)
)
)
[Signature]
RYAN RICHARD MORENO

[Signature]
ANDRE JOSEPH BOURQUE

Schedule "A"

Property

<u>Municipal address</u>	<u>Legal Description</u>
5708 176 TH Street, Surrey, BC	Section 8, Township 8, Plan, NWP53379 NWD PARCEL E PID:001-592-602 Section 8, Township 8, Plan, NWP53379 NWD PARCEL G, EXCEPT PLAN PT SUB'D BY PL BCP27714 PID:001-592-599
4-19040 Lougheed Highway, Pitt Meadows, BC	<p>Strata lot 7, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-464</p> <p>Strata lot 8, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-472</p> <p>Strata lot 9, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-481</p> <p>Strata lot 10, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-499</p>



EQUIPMENT LOAN AND SECURITY AGREEMENT

REAL ESTATE

CANADIAN WESTERN BANK
2000 Argentia Rd., Plaza #1, Suite 300,
Mississauga, Ontario L5N 1P7

CLIENT: JRG CLOVERDALE HOLDINGS LTD, and 1164312 B.C. LTD.

ADDRESS: 1450, 13401-108th Avenue
Surrey, BC V3T 5T3

CONTACT: *Ryan Moreno and Andre Bourque*

COLLATERAL

All present and after-acquired personal property (as such term is defined in accordance with the applicable personal property laws in the jurisdiction where the personal property is located) of the Client used in the operations of its business, and the proceeds therefrom, all as more specifically described in this Agreement and the security agreement given by the Client to the Lender as contemplated by this Agreement.

1. Owner: JRG Cloverdale Holdings Ltd.
Collateral mortgage for the real property located at 5708 176th Street, Surrey, B.C. registered on _____ as instrument No. _____ against parcel identification number 001-592-602, 001-592-599.
2. Owner: 1164312 B.C. Ltd
Collateral mortgage for the real property located at 19040 Lougheed Hwy 4, Pitt Meadows, BC. registered on April 29, 2020 as instrument No. CA8161880 against parcel identification numbers 023-10-464, 023-107-472, 023-107-481, 02-107-499.

FINANCED AMOUNT		FINANCING RATE		INSTALMENTS	
Loan Amount	\$13,095,000.00 + CAD	Rate:	Prime Rate plus 2.70% p.a.	Instalments:	Refer to Schedule A
				Instalment date:	Refer to Schedule A
				Frequency:	monthly
		Change in Prime Rate effective:	Daily	Number of Instalments:	Refer to Schedule A
Financed Amount:	\$13,095,000.00 = CAD			First Instalment date:	Refer to Schedule A
				Original Term:	60 months

ADDITIONAL PROVISIONS

Each of the following Schedules form an integral part of this Agreement:

- Schedule "A" – Provisions
- Schedule "B" – Request for Advance - *Intentionally deleted*
- Schedule "C" – Acknowledgement of Receipt of Financed Amount
- Schedule "D" – Conditions Precedent
- Schedule "E" – Terms and Conditions

In consideration of the loan (the "Loan") made or to be made by Lender to Client in the amount specified under the heading "Financed Amount" above, the receipt of which Client hereby acknowledges, Client acknowledges itself indebted and promises to repay to Lender the Obligations. Client also acknowledges that it has agreed to grant to Lender a security interest in the Collateral to secure repayment of the Obligations on the terms and conditions set forth above, on all applicable schedules and other attachments hereto, all of which terms and conditions form part of this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Equipment Loan and Security Agreement at Surrey, British Columbia, this 11th day of August, 2022.

JRG CLOVERDALE HOLDINGS LTD. ("Client")

By: [Signature]
Name: Ryan Moreno
Title: Director / President

By: [Signature]
Name: Andre Bourque
Title: Director / Secretary

SIGNATURE OF AUTHORIZED OFFICERS

CANADIAN WESTERN BANK ("Lender")

By: _____
Name: Dimitri Mazur
Title: Sr. Manager, Restaurants

By: _____
Name: Wendy Black
Title: Senior Documentation Specialist

SIGNATURE OF AUTHORIZED OFFICERS

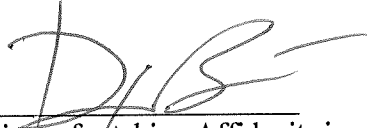
1164312 B.C. LTD. ("Client")

By: [Signature]
Name: Ryan Moreno
Title: Director / President

By: [Signature]
Name: Andre Bourque
Title: Director / Secretary

SIGNATURE OF AUTHORIZED OFFICERS

This is Exhibit "I" to the Affidavit #1 of
André Joseph Bourque affirmed July 16, 2023
before me at the City of Vancouver.

A handwritten signature in black ink, appearing to read "D. J. Bourque", written over a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia.



GUARANTEE AND INDEMNITY

TO: CANADIAN WESTERN BANK ("CWB")

In consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by CWB to ANDRE BOURQUE (the "Guarantor") and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees with CWB as follows:

1. **INTERPRETATION** — Wherever throughout this Guarantee, the Guarantor or CWB or JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C LTD. (collectively, hereinafter called the "Obligor") are mentioned or referred to, such mention or reference shall extend to their respective successors and assigns, as the case may be. Reference to the term "Obligations" herein shall be to any and all obligations of the Obligor to CWB whether under a promissory note, leasing agreement, master leasing agreement, leasing schedule, conditional sale contract, security agreement, chattel mortgage, hypothec, pledge, debenture and any other instrument (hereinafter singularly or collectively called "Finance Instruments") between the Obligor and CWB and whether any such Finance Instrument was executed prior to the execution of this Agreement, is executed concurrently herewith or at any time in the future.
2. **GUARANTEE**
 - 2.1. **Guarantee** — The Guarantor hereby irrevocably and unconditionally guarantees and covenants with CWB as principal debtor of CWB and not merely as surety, that the Obligor will duly and punctually perform all of the Obligations, and pay or cause to be paid to CWB the rentals under and the principal of and interest on the Finance Instruments evidencing or securing the Obligations (including, in case of default, interest on the amount in default) as and when the same becomes due and payable, whether by lapse of time, by extension, or upon a declaration or otherwise according to the terms of the Finance Instruments and all other moneys owing on or under the Finance Instruments or in any way relating thereto including all expenses, including legal expenses and service charges. The total liability of the Guarantor hereunder for the Obligations shall be unlimited in amount, plus interest, fees, costs or expenses (including, without limitation, legal fees and expenses) which may now or hereafter accrue or be incurred with respect to such Obligations and any fees, costs or expenses (including without limitation, legal fees and expenses) that may be incurred by CWB by reason of Guarantor's default under this Guarantee.
 - 2.2. **Terms of the Finance Instruments** — The Guarantor hereby consents to and approves of the terms of the Finance Instruments; the guarantee and the agreements of the Guarantor herein contained shall take effect and shall be and are hereby declared to be binding upon the Guarantor notwithstanding any defect in or omission from the Finance Instruments or any non-registration or non-filing or defective registration or filing of any Finance Instruments or notice of the interest of CWB created thereby or by reason of any failure of the security intended to be created by the Finance Instruments or pursuant thereto.
 - 2.3. **Guarantee Absolute** — The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:
 - (a) any lack of validity or enforceability of any agreements between the Obligor and CWB; any change in the time, manner or place of payment or in any other term of such agreements or the failure on the part of the Obligor to carry out any of its obligations under such agreements;
 - (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
 - (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor, CWB or any party to any agreement to which CWB is a party;
 - (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to CWB; or
 - (e) any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligor in respect of any or all of the Obligations.
 - (f) The Guarantor shall be held and bound to CWB as principal debtor, and not as surety, in respect of the payment of any or all of the Obligations. All amounts payable to CWB shall be paid to CWB forthwith after demand therefore as provided herein.
 - 2.4. **No Waiver** — The Guarantor hereby agrees that its obligations hereunder shall be unconditional and no waiver by CWB of any of its rights hereunder or under the Finance Instruments and no action by CWB to enforce any of its rights hereunder or under the Finance Instruments or failure to take, or delay in taking any such action shall affect any other obligation of the Guarantor hereunder.
3. **INDEMNITY** — The Guarantor also covenants and agrees with CWB that it will at all times and from time to time hereafter, indemnify and keep indemnified and save harmless CWB from any and all losses, costs, damages and expenses, including legal fees and disbursements and the costs of all distresses, actions, proceedings, claims and demands incurred or made by CWB if CWB does not receive payment of all amounts due and owing under the Finance Instruments or if the Obligor defaults in the payment of any instalment payable or in the performance of the Obligations under the Finance Instruments which, if the Finance Instruments were in full force and effect and good standing, would be payable or required to be performed under the Finance Instruments. In addition to the foregoing, the Guarantor agrees to pay CWB, as administrative costs, an amount equal to fifteen percent (15%) of all amounts payable hereunder in the event that court proceedings are instituted against the Guarantor because the Guarantor has failed to respect its obligations hereunder.
4. **DEALINGS WITH OBLIGOR AND OTHERS**
 - 4.1. **No Release** — The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by CWB in connection with any duties or liabilities of the Obligor to CWB of any security

thereof including any loss of or in respect of any security received by CWB from the Obligor or others. CWB, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases, waivers and discharges to the Obligor;
 - (b) grant substitutions for the Obligations or any part thereof or any agreement related thereto;
 - (c) take or abstain from taking securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
 - (d) accept compromises from the Obligor;
 - (e) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as CWB may see fit or change any such application in whole or in part from time to time as CWB may see fit;
 - (f) amend any of the Finance Instruments; or
 - (g) otherwise deal with the Obligor and all other persons and securities as CWB may see fit.
- 4.2. **No Exhaustion of Remedies** — CWB shall not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Section 6) before being entitled to demand payment from the Guarantor hereunder. The obligations of the Guarantor hereunder are joint and several with those of the Obligor and any other guarantor, security or other person liable in any way for the Obligations. This Guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by CWB, and without prejudice to any other security, by whomsoever given, at any time held by CWB, and CWB shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets CWB may be entitled to receive or have a claim upon.
- 4.3. **Conclusive Statement** — Any account settled or stated in writing by or between CWB and the Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to CWB is so due.
- 4.4. **No Set-Off** — The Guarantor shall not claim any set-off or counterclaim against the Obligor in respect of any liability of the Obligor to the Guarantor.

5. CONTINUING GUARANTEE

- 5.1. **Continuing Guarantee** — This Guarantee shall be a continuing guarantee, notwithstanding any extensions, modifications, renewals or indulgences with respect to, or substitutions for, the Obligations or any part thereof, and shall remain in full force and effect until the Obligations are performed and paid in full. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or terminated or must otherwise be returned by CWB upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or otherwise, all as though such payment had not been made.

6. DEMAND FOR PAYMENT

- 6.1. **Demand for Payment** — CWB shall be entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Obligor to CWB and upon such default CWB may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder. The Guarantor shall make payment to or performance in favour of CWB of the total amount guaranteed hereunder forthwith after demand thereof is made to the Guarantor.
- 6.2. **Interest** — The Guarantor shall pay interest to CWB at the rate of 24% per annum on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to be calculated daily from the date of demand by CWB on the Guarantor.

7. ASSIGNMENT, POSTPONEMENT AND SUBROGATION

- 7.1. **Assignment and postponement** — All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to CWB and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for CWB and forthwith upon receipt shall be paid over to CWB, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until payment in full to CWB of all obligations of the Guarantor under this Guarantee.
- 7.2. **Subrogation** — The Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee and Indemnity, by any payment made hereunder or otherwise, until all Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of CWB and shall forthwith be paid to CWB to be credited and applied upon the Obligations. If (i) the Guarantor performs or makes payment to CWB of all amounts owing by the Guarantor to CWB under this Guarantee and (ii) the Obligations are performed and paid in full, CWB will, at the Guarantor's request and at the Guarantor's expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

8. COVENANTS OF THE GUARANTOR

The Guarantor hereby represents, covenants and warrants that:

- (a) if the Guarantor is a corporation, the making and performance of this Guarantee have been duly authorized by all necessary corporate actions on the part of the Guarantor, do not require any shareholders' approval, and will not violate any provisions of the Guarantor's incorporating documents or by-laws or result in the breach of, constitute a default under, contravene any provisions of or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of the Guarantor pursuant to any of the Guarantor's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which the Guarantor is a party or by which the Guarantor or its property may be bound or affected;
- (b) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with the terms hereof;

- (c) there is no pending or, to the best of the knowledge of the Guarantor, threatened action or proceeding affecting the Guarantor or, if the Guarantor is a corporation, any of its subsidiaries before any court, governmental agency or arbitrator, which would materially adversely affect the legality, validity or enforceability of this Guarantee;
- (d) all information as defined in Section 9.2 provided by Guarantor to CWB is accurate;
- (e) all payments to CWB are and will be derived from legal sources and CWB may decline any form of payment; and
- (f) the Guarantor is and shall continue to be in compliance with all laws and regulations relating to the prevention of money laundering and terrorism.

9. GENERAL

- 9.1. **Waivers** — The Guarantor waives notice of acceptance of this Guarantee and of the extension or continuation of the Obligations or any part thereof. The Guarantor further waives presentment, protest, notice, demand or action in respect of the Obligations or any part thereof, including any right to require CWB to sue the Obligor, any other Guarantor or any other person obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or any part thereof. Without limiting the generality of the foregoing, the Guarantor is jointly and severally liable with the Obligor for the due and punctual payment and performance of the Obligations, the Guarantor hereby waiving the benefit of division and discussion, Guarantor waives its right to receive a copy of any financing statement or financing change statement registered by CWB and of any related verification statement.
- 9.2. **Information** — Guarantor hereby consents and authorizes CWB and its affiliates, agents, contractors and representatives, at any time, a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Guarantor ("Information"), as CWB deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any information with, third parties concerning Guarantor's credit rating, financial capacity and payment history; c) to provide information to persons to whom CWB considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Guarantee. This consent is in addition to and does not replace any consent previously given.
- 9.3. **Benefit of the Guarantee** — This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Guarantor and CWB.
- 9.4. **Entire Agreement** — This Guarantee constitutes the entire agreement between CWB, the Obligor and the Guarantor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guarantee.
- 9.5. **No Waiver, Remedies** — No failure on the part of CWB to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 9.6. **Severability** — If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 9.7. **Notices** — Any demand, notice or other communications (hereinafter in this Section 9.7 referred to as a "Communication") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To CWB:	2000 Argentia Rd., Plaza 1, Ste. 300 Mississauga, ON L5N 1P7	To the Guarantor:	8343 209A St., Langley BC V2Y 0A5
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or such other address as may be designated by notice by any party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.

- 9.8. **Assignment** — The rights of CWB under this Guarantee may be assigned by CWB without the prior consent of the Obligor or the Guarantor. The Guarantor may not assign its obligations under this Guarantee.
- 9.9. **Governing Law** — This guarantee shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 9.10. **Language** — The parties hereby acknowledge that it is their express wish that this Guarantee and Indemnity be drawn in the English language; les parties reconnaissent qu'il est de leur volonté expresse que la présente caution soit rédigée en langue anglaise seulement.

[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee this 11th day of August, 2022.



ANDRE BOURQUE



WITNESS
NAME:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3



GUARANTEE AND INDEMNITY

TO: CANADIAN WESTERN BANK ("CWB")

In consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by CWB to RYAN MORENO (the "Guarantor") and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees with CWB as follows:

1. **INTERPRETATION** — Wherever throughout this Guarantee, the Guarantor or CWB or JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C LTD. (collectively, hereinafter called the "Obligor") are mentioned or referred to, such mention or reference shall extend to their respective successors and assigns; as the case may be. Reference to the term "Obligations" herein shall be to any and all obligations of the Obligor to CWB whether under a promissory note, leasing agreement, master leasing agreement, leasing schedule, conditional sale contract, security agreement, chattel mortgage, hypothec, pledge, debenture and any other instrument (hereinafter singularly or collectively called "Finance Instruments") between the Obligor and CWB and whether any such Finance Instrument was executed prior to the execution of this Agreement, is executed concurrently herewith or at any time in the future.
2. **GUARANTEE**
 - 2.1. **Guarantee** — The Guarantor hereby irrevocably and unconditionally guarantees and covenants with CWB as principal debtor of CWB and not merely as surety, that the Obligor will duly and punctually perform all of the Obligations, and pay or cause to be paid to CWB the rentals under and the principal of and interest on the Finance Instruments evidencing or securing the Obligations (including, in case of default, interest on the amount in default) as and when the same becomes due and payable, whether by lapse of time, by extension, or upon a declaration or otherwise according to the terms of the Finance Instruments and all other moneys owing on or under the Finance Instruments or in any way relating thereto including all expenses, including legal expenses and service charges; The total liability of the Guarantor hereunder for the Obligations shall be unlimited in amount, plus interest, fees, costs or expenses (including, without limitation, legal fees and expenses) which may now or hereafter accrue or be incurred with respect to such Obligations and any fees, costs or expenses (including without limitation, legal fees and expenses) that may be incurred by CWB by reason of Guarantor's default under this Guarantee.
 - 2.2. **Terms of the Finance Instruments** — The Guarantor hereby consents to and approves of the terms of the Finance Instruments; the guarantee and the agreements of the Guarantor herein contained shall take effect and shall be and are hereby declared to be binding upon the Guarantor notwithstanding any defect in or omission from the Finance Instruments or any non-registration or non-filing or defective registration or filing of any Finance Instruments or notice of the interest of CWB created thereby or by reason of any failure of the security intended to be created by the Finance Instruments or pursuant thereto.
 - 2.3. **Guarantee Absolute** — The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:
 - (a) any lack of validity or enforceability of any agreements between the Obligor and CWB; any change in the time, manner or place of payment or in any other term of such agreements or the failure on the part of the Obligor to carry out any of its obligations under such agreements;
 - (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
 - (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor, CWB or any party to any agreement to which CWB is a party;
 - (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to CWB; or
 - (e) any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligor in respect of any or all of the Obligations.
 - (f) The Guarantor shall be held and bound to CWB as principal debtor, and not as surety, in respect of the payment of any or all of the Obligations. All amounts payable to CWB shall be paid to CWB forthwith after demand therefore as provided herein.
 - 2.4. **No Waiver** — The Guarantor hereby agrees that its obligations hereunder shall be unconditional and no waiver by CWB of any of its rights hereunder or under the Finance Instruments and no action by CWB to enforce any of its rights hereunder or under the Finance Instruments or failure to take, or delay in taking any such action shall affect any other obligation of the Guarantor hereunder.
3. **INDEMNITY** — The Guarantor also covenants and agrees with CWB that it will at all times and from time to time hereafter, indemnify and keep indemnified and save harmless CWB from any and all losses, costs, damages and expenses, including legal fees and disbursements and the costs of all distresses, actions, proceedings, claims and demands incurred or made by CWB if CWB does not receive payment of all amounts due and owing under the Finance Instruments or if the Obligor defaults in the payment of any instalment payable or in the performance of the Obligations under the Finance Instruments which, if the Finance Instruments were in full force and effect and good standing, would be payable or required to be performed under the Finance Instruments. In addition to the foregoing, the Guarantor agrees to pay CWB, as administrative costs, an amount equal to fifteen percent (15%) of all amounts payable hereunder in the event that court proceedings are instituted against the Guarantor because the Guarantor has failed to respect its obligations hereunder.
4. **DEALINGS WITH OBLIGOR AND OTHERS**
 - 4.1. **No Release** — The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by CWB in connection with any duties or liabilities of the Obligor to CWB of any security

thereof including any loss of or in respect of any security received by CWB from the Obligor or others. CWB, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases, waivers and discharges to the Obligor;
- (b) grant substitutions for the Obligations or any part thereof or any agreement related thereto;
- (c) take or abstain from taking securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (d) accept compromises from the Obligor;
- (e) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as CWB may see fit or change any such application in whole or in part from time to time as CWB may see fit;
- (f) amend any of the Finance Instruments; or
- (g) otherwise deal with the Obligor and all other persons and securities as CWB may see fit.

4.2. **No Exhaustion of Remedies** — CWB shall not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Section 6) before being entitled to demand payment from the Guarantor hereunder. The obligations of the Guarantor hereunder are joint and several with those of the Obligor and any other guarantor, security or other person liable in any way for the Obligations. This Guarantee is in addition to and not in substitution for any other guarantee, by whomssoever given, at any time held by CWB, and without prejudice to any other security, by whomssoever given, at any time held by CWB, and CWB shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets CWB may be entitled to receive or have a claim upon.

4.3. **Conclusive Statement** — Any account settled or stated in writing by or between CWB and the Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to CWB is so due.

4.4. **No Set-Off** — The Guarantor shall not claim any set-off or counterclaim against the Obligor in respect of any liability of the Obligor to the Guarantor.

5. CONTINUING GUARANTEE

5.1. **Continuing Guarantee** — This Guarantee shall be a continuing guarantee, notwithstanding any extensions, modifications, renewals or indulgences with respect to, or substitutions for, the Obligations or any part thereof, and shall remain in full force and effect until the Obligations are performed and paid in full. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or terminated or must otherwise be returned by CWB upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or otherwise, all as though such payment had not been made.

6. DEMAND FOR PAYMENT

6.1. **Demand for Payment** — CWB shall be entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Obligor to CWB and upon such default CWB may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder. The Guarantor shall make payment to or performance in favour of CWB of the total amount guaranteed hereunder forthwith after demand thereof is made to the Guarantor.

6.2. **Interest** — The Guarantor shall pay interest to CWB at the rate of 24% per annum on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to be calculated daily from the date of demand by CWB on the Guarantor.

7. ASSIGNMENT, POSTPONEMENT AND SUBROGATION

7.1. **Assignment and postponement** — All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to CWB and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for CWB and forthwith upon receipt shall be paid over to CWB, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until payment in full to CWB of all obligations of the Guarantor under this Guarantee.

7.2. **Subrogation** — The Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee and Indemnity, by any payment made hereunder or otherwise, until all Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of CWB and shall forthwith be paid to CWB to be credited and applied upon the Obligations. If (i) the Guarantor performs or makes payment to CWB of all amounts owing by the Guarantor to CWB under this Guarantee and (ii) the Obligations are performed and paid in full, CWB will, at the Guarantor's request and at the Guarantor's expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

8. COVENANTS OF THE GUARANTOR

The Guarantor hereby represents, covenants and warrants that:

- (a) if the Guarantor is a corporation, the making and performance of this Guarantee have been duly authorized by all necessary corporate actions on the part of the Guarantor, do not require any shareholders' approval, and will not violate any provisions of the Guarantor's incorporating documents or by-laws or result in the breach of, constitute a default under, contravene any provisions of or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of the Guarantor pursuant to any of the Guarantor's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which the Guarantor is a party or by which the Guarantor or its property may be bound or affected;
- (b) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with the terms hereof;

- (c) there is no pending or, to the best of the knowledge of the Guarantor, threatened action or proceeding affecting the Guarantor or, if the Guarantor is a corporation, any of its subsidiaries before any court, governmental agency or arbitrator, which would materially adversely affect the legality, validity or enforceability of this Guarantee;
- (d) all Information as defined in Section 9.2 provided by Guarantor to CWB is accurate;
- (e) all payments to CWB are and will be derived from legal sources and CWB may decline any form of payment; and
- (f) the Guarantor is and shall continue to be in compliance with all laws and regulations relating to the prevention of money laundering and terrorism.

9. GENERAL

- 9.1. **Waivers** — The Guarantor waives notice of acceptance of this Guarantee and of the extension or continuation of the Obligations or any part thereof. The Guarantor further waives presentment, protest, notice, demand or action in respect of the Obligations or any part thereof, including any right to require CWB to sue the Obligor, any other Guarantor or any other person obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or any part thereof. Without limiting the generality of the foregoing, the Guarantor is jointly and severally liable with the Obligor for the due and punctual payment and performance of the Obligations, the Guarantor hereby waiving the benefit of division and discussion. Guarantor waives its right to receive a copy of any financing statement or financing change statement registered by CWB and of any related verification statement.
- 9.2. **Information** — Guarantor hereby consents and authorizes CWB and its affiliates, agents, contractors and representatives, at any time, a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Guarantor ("Information"), as CWB deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from; and exchange any Information with, third parties concerning Guarantor's credit rating, financial capacity and payment history; c) to provide Information to persons to whom CWB considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Guarantee. This consent is in addition to and does not replace any consent previously given.
- 9.3. **Benefit of the Guarantee** — This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Guarantor and CWB.
- 9.4. **Entire Agreement** — This Guarantee constitutes the entire agreement between CWB, the Obligor and the Guarantor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guarantee.
- 9.5. **No Waiver, Remedies** — No failure on the part of CWB to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 9.6. **Severability** — If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 9.7. **Notices** — Any demand, notice or other communications (hereinafter in this Section 9.7 referred to as a "Communication") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

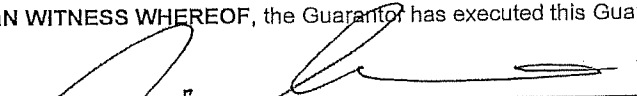
To CWB:	2000 Argentia Rd., Plaza 1, Ste. 300 Mississauga, ON L5N 1P7	To the Guarantor:	1268 216 St. Langley B.C.
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or such other address as may be designated by notice by any party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.


- 9.8. **Assignment** — The rights of CWB under this Guarantee may be assigned by CWB without the prior consent of the Obligor or the Guarantor. The Guarantor may not assign its obligations under this Guarantee.
- 9.9. **Governing Law** — This guarantee shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 9.10. **Language** — The parties hereby acknowledge that it is their express wish that this Guarantee and Indemnity be drawn in the English language; les parties reconnaissent qu'il est de leur volonté expresse que la présente caution soit rédigée en langue anglaise seulement.

[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee this 11th day of August, 2022.



RYAN MORENO



WITNESS
NAME:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

This is Exhibit "J" to the Affidavit #1 of
André Joseph Bourque affirmed July 16 2023
before me at the City of Vancouver.

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

A Commissioner for taking Affidavits in and for
the Province of British Columbia.

ACKNOWLEDGEMENT OF RECEIPT

The Mortgagor has this day granted mortgage and assignment of rents in the amount of \$13,095,000 (the "**Mortgage**") in favour of CANADIAN WESTERN BANK which mortgage consists of a Form B dated contemporaneously herewith and filed standard mortgage terms registered under the Land Title Act under No. MT990022 (the "**Mortgage Terms**"), and the undersigned, being the Mortgagor as set out in item 3 of the Form B to the Mortgage, and the owner of the Lands legally described in item 2 of the Form B to the Mortgage, acknowledges receipt of the Mortgage Terms and agrees to comply with and be bound by the Mortgage Terms, including any amendments contained in the Form B.


This Acknowledgement may be signed in counterparts and by facsimile or .pdf email transmission, and each such counterpart facsimile or .pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[EXECUTION PAGE TO FOLLOW]

DATED the 11th day of August, 2022.

Mortgagor:

JRG CLOVERDALE HOLDINGS LTD.,
by its authorized signatory(ies):

By:  _____
Authorized Signatory

By: _____
Authorized Signatory

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifier: 001-592-599 ; 001-592-602

This Assignment made as of the 11th day of July, 2022

BETWEEN:

JRG CLOVERDALE HOLDINGS LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK

(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgements to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11th of July, 2022.
August

JRG CLOVERDALE HOLDINGS LTD.

By: 

Name: *Ryan Moreno*
Title: *Director*

I have authority to bind the corporation.

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifiers: 023-107-464, 023-107-472, 023-107-481 and 023-107-499

This Assignment made as of the 11th day of ~~July~~, 2022
August

B E T W E E N:

1164312 B.C. LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee, and referred to in this document to secure the sum of **Twenty-One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of **TWO (\$2.00) DOLLARS** of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee:

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:
 - (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
 - (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
 - (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgements to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11th of ~~July~~, 2022.
August

1164312 B.C. LTD.

By: 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.

POST-CLOSING UNDERTAKING

THIS UNDERTAKING (this "**Agreement**") is dated as of August 11, 2022 and is executed and delivered by JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C. LTD. (collectively, the "**Borrower**") to and in favour of CANADIAN WESTERN BANK (the "**Lender**").

In consideration of the loans and other financial accommodations made by the Lender to and for the benefit of the Borrower as of and after the date hereof and as an inducement to the Lender to make such loans and other financial accommodations, the Borrower hereby agrees as follows in favour of the Lender:

1. **Required Actions**. The Borrower covenants, undertakes and agrees that it shall perform and deliver or cause to be delivered to the Lender, the items set forth on Schedule A (attached hereto), in form and substance satisfactory to the Lender, and/or take the actions described on Schedule A, in a manner satisfactory to the Lender, in each case, on or prior to the dates set forth in Schedule A (or such later dates as the Lender may determine).

2. **Event of Default**. Any failure of any of the Borrower to perform or deliver or cause to be delivered to the Lender the items set forth in Schedule A on or prior to the dates set forth in Schedule A (or such later dates as the Lender may determine) shall constitute an event of default under the equipment loan and security agreement dated as of the date hereof between the Borrower and the Lender.

3. **No Waiver**. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing.

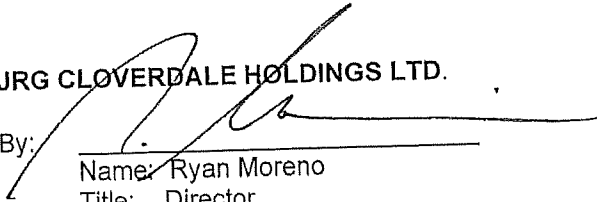
4. **Electronic Delivery**. Delivery of this Agreement by facsimile or other electronic transmission shall constitute an original for all purposes.

5. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein.

[signature pages follow]

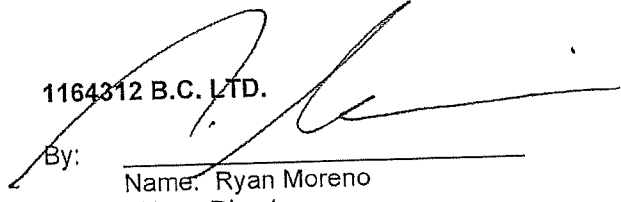
IN WITNESS WHEREOF this Agreement has been executed by the undersigned as of the date appearing on the first page hereof.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director

By: _____
Name:
Title:

1164312 B.C. LTD.

By: 
Name: Ryan Moreno
Title: Director

By: _____
Name:
Title:

Signature Page of the Post-Closing Undertaking

Schedule A

List of Undertakings

1. The Borrower shall use commercially reasonable efforts to deliver or cause to be delivered landlord waivers or collateral access agreements from the landlord of 631 Hamilton Street, Vancouver, British Columbia (for the premises occupied by JRG Foodhall (Vancouver) Ventures Ltd.) to and in favour of the Lender within ninety (90) days of the date hereof.

POST-CLOSING UNDERTAKING

THIS UNDERTAKING (this "**Agreement**") is dated as of August 11, 2022 and is executed and delivered by JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C. LTD. (collectively, the "**Borrower**") to and in favour of CANADIAN WESTERN BANK (the "**Lender**").

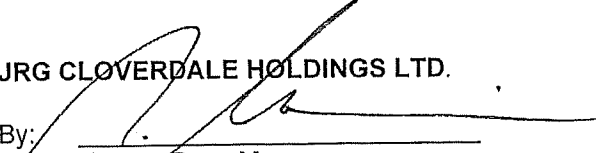
In consideration of the loans and other financial accommodations made by the Lender to and for the benefit of the Borrower as of and after the date hereof and as an inducement to the Lender to make such loans and other financial accommodations, the Borrower hereby agrees as follows in favour of the Lender:

1. **Required Actions.** The Borrower covenants, undertakes and agrees that it shall perform and deliver or cause to be delivered to the Lender, the items set forth on Schedule A (attached hereto), in form and substance satisfactory to the Lender, and/or take the actions described on Schedule A, in a manner satisfactory to the Lender, in each case, on or prior to the dates set forth in Schedule A (or such later dates as the Lender may determine).
2. **Event of Default.** Any failure of any of the Borrower to perform or deliver or cause to be delivered to the Lender the items set forth in Schedule A on or prior to the dates set forth in Schedule A (or such later dates as the Lender may determine) shall constitute an event of default under the equipment loan and security agreement dated as of the date hereof between the Borrower and the Lender.
3. **No Waiver.** No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing.
4. **Electronic Delivery.** Delivery of this Agreement by facsimile or other electronic transmission shall constitute an original for all purposes.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein.

[signature pages follow]

IN WITNESS WHEREOF this Agreement has been executed by the undersigned as of the date appearing on the first page hereof.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director

By: _____
Name:
Title:

1164312 B.C. LTD.

By: 
Name: Ryan Moreno
Title: Director

By: _____
Name:
Title:

Signature Page of the Post-Closing Undertaking

Schedule AList of Undertakings

1. The Borrower shall use commercially reasonable efforts to deliver or cause to be delivered landlord waivers or collateral access agreements from the landlord of 631 Hamilton Street, Vancouver, British Columbia (for the premises occupied by JRG Foodhall (Vancouver) Ventures Ltd.) to and in favour of the Lender within ninety (90) days of the date hereof.



CANADIAN WESTERN BANK
2000 Argenta Rd., Plaza #1, Suite 300,
Mississauga, Ontario L5N 1P7

EQUIPMENT LOAN AND SECURITY AGREEMENT

REAL ESTATE

CLIENT: JRG CLOVERDALE HOLDINGS LTD, and 1164312 B.C. LTD.

ADDRESS: 1450, 13401-108th Avenue
Surrey, BC V3T 5T3

CONTACT: Ryan Moreno and Andre Bourque

COLLATERAL

All present and after-acquired personal property (as such term is defined in accordance with the applicable personal property laws in the jurisdiction where the personal property is located) of the Client used in the operations of its business, and the proceeds therefrom, all as more specifically described in this Agreement and the security agreement given by the Client to the Lender as contemplated by this Agreement.

- Owner: JRG Cloverdale Holdings Ltd.
Collateral mortgage for the real property located at 5708 176th Street, Surrey, B.C. registered on _____ as instrument No. _____ against parcel identification number 001-592-602, 001-592-599.
- Owner: 1164312 B.C. Ltd
Collateral mortgage for the real property located at 19040 Loughheed Hwy 4, Pitt Meadows, BC. registered on April 29, 2020 as instrument No. CA8161880 against parcel identification numbers 023-10-464, 023-107-472, 023-107-481, 02-107-499.

FINANCED AMOUNT		FINANCING RATE	INSTALMENTS	
Loan Amount	\$13,095,000.00 + CAD	Rate: Prime Rate plus 2.70% p.a.	Instalments:	Refer to Schedule A
			Instalment date:	Refer to Schedule A
			Frequency:	monthly
		Change in Prime Rate effective: Daily	Number of Instalments:	Refer to Schedule A
Financed Amount:	\$13,095,000.00 = CAD		First Instalment date:	Refer to Schedule A
			Original Term:	60 months

ADDITIONAL PROVISIONS

Each of the following Schedules form an integral part of this Agreement:

- Schedule "A" – Provisions
- Schedule "B" – Request for Advance - *Intentionally deleted*
- Schedule "C" – Acknowledgement of Receipt of Financed Amount
- Schedule "D" – Conditions Precedent
- Schedule "E" – Terms and Conditions

In consideration of the loan (the "Loan") made or to be made by Lender to Client in the amount specified under the heading "Financed Amount" above, the receipt of which Client hereby acknowledges, Client acknowledges itself indebted and promises to repay to Lender the Obligations. Client also acknowledges that it has agreed to grant to Lender a security interest in the Collateral to secure repayment of the Obligations on the terms and conditions set forth above, on all applicable schedules and other attachments hereto, all of which terms and conditions form part of this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Equipment Loan and Security Agreement at Surrey, British Columbia, this 11th day of August, 2022.

JRG CLOVERDALE HOLDINGS LTD. ("Client")

By: [Signature]
Name: Ryan Moreno
Title: Director / President

By: [Signature]
Name: Andre Bourque
Title: Director / Secretary

SIGNATURE OF AUTHORIZED OFFICERS

CANADIAN WESTERN BANK ("Lender")

By: _____
Name: Dimitri Mazur
Title: Sr. Manager, Restaurants

By: _____
Name: Wendy Black
Title: Senior Documentation Specialist

SIGNATURE OF AUTHORIZED OFFICERS

1164312 B.C. LTD. ("Client")

By: [Signature]
Name: Ryan Moreno
Title: Director / President

By: [Signature]
Name: Andre Bourque
Title: Director / Secretary

SIGNATURE OF AUTHORIZED OFFICERS

ASSIGNMENT OF MATERIAL AGREEMENTS

THIS AGREEMENT made as of the 11 of ~~July~~, 2022.

BETWEEN:

August

1164312 B.C. LTD.

and

R
JEG CLOVERDALE HOLDINGS LTD.

(each an "Assignor" and together, the "Assignors")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK

(the "Lender")

OF THE SECOND PART

WHEREAS:

- A. Each Assignor is the beneficial and registered owner of the certain Lands, as more fully described in Schedule "A" attached hereto.
- B. The Assignors have applied for and the Lender has agreed to advance a loan on the terms and conditions set out in the loan agreement dated as of the 11th day of ~~July~~ 2022 (the "Loan Agreement") issued by the Lender in favour of the Assignor; *August*
- C. The aforesaid loan is secured by documents described in the Loan Agreement, including a Charge/Mortgage of the Lands in the principal amount of TWENTY-ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$21,600,000) (the "Charge") creating a fixed charge on the Lands; and
- D. It is a condition of the Loan Agreement that the Assignors execute and deliver this Agreement to the Lender.

NOW THEREFORE:

In consideration of these presents and the sum of two (\$2.00) Dollars paid by the Lender to the Assignors, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree each with the others as follows:

ARTICLE 1- INTERPRETATION

1.1 **Definitions:** In this Agreement, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specified or requires, the following terms shall have the meanings herein specified:

- (a) "Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions means or refer to this agreement as amended from time to time and any agreement or instrument supplemental or ancillary hereto or in implementation hereof and the expressions "Article", "Section", "Subsection", "Paragraph" and "Subparagraph" followed by a number or letter mean and refer to the specified Article, Section, Subsection, Paragraph or Subparagraph of this Agreement;
- (b) "Lands" means the lands and premises as more particularly described in Schedule "A" attached hereto.
- (c) "Material Agreements" means collectively all agreements, licenses, contracts, and other instruments relating to the management and operation of a hotel on the Lands including, without limitation, all services contracts for the Lands entered into or in effect from time to time;

- 2 -

- (d) "Person" means an individual, partnership, corporation, trust or unincorporated organization and includes a government, or agency or political subdivision thereof;
- (e) "Security" has the meaning scribed to such term in Section 5.1 hereof.

1.2 Interpretation Not Affected by Headings, Etc.: Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Severability: If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.5 Binding on Successors, Etc.: This Agreement and everything herein contained shall enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Assignors and each of its respective successors and assigns.

1.6 Capitalized Terms: Unless otherwise indicated, the capitalized terms used in this Agreement but not specifically defined, shall have the same meanings as are ascribed to such terms in the Loan Agreement.

ARTICLE 2 - ASSIGNMENT, ETC.

2.1 Assignment: Upon and subject to the terms, conditions and provisions herein contained, each Assignor hereby unconditionally and irrevocably, assigns, transfers and sets over to and in favour of the Lender as and by way of a fixed and specific assignment, all of its right, title, estate and interest in, to, under and in respect of the Material Agreements, and each of them, and all benefit, power and advantage of each Assignor to be derived therefrom and all covenants, obligations, agreements, and undertakings of the parties thereunder and otherwise to enforce the rights of each Assignor thereunder in the name of each Assignor to be held by the Lender as additional security for the due payment of all monies due to the Lender under the Loan Agreement and the Charge and the due performance of each Assignor's obligations under the Loan Agreement and the Charge.

2.2 Performance of Obligations: The Assignors covenants to observe and perform or cause to be observed and performed, as and when required, all of its' covenants, obligations, agreements and undertakings under all and each of the Material Agreements and will use its' reasonable and best efforts to cause the other parties to each Material Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.3 No Liability: Nothing herein contained shall render the Lender liable to any person for the fulfilment or nonfulfilment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of Assignors under any Material Agreement and the Assignors hereby indemnify and agree to save and hold harmless the Lender from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any person arising directly or indirectly from or out of the Material Agreements except for those claims, demands, actions, causes of action, losses, suits, damages and costs resulting from the Lender's negligence or wilful misconduct.

2.4 Service, Registration: Upon and during the continuance of an Event of Default (as defined in the Loan Agreement), the Lender shall have the right to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Agreements. The Lender shall also have the right at any time and without notice to the Assignors to cause the present

Agreement or notice thereof to be registered or filed in any place or office where the Lender or its counsel deem advisable or necessary.

2.5 Attorney of the Assignors: The Lender, as attorney or agent of the Assignors and in its name, may, at any time and from time to time after the occurrence of an Event of Default, exercise any of the rights, powers, authority and discretion which under the terms of any Material Agreement could be exercised by the Assignors with respect to such Material Agreement.

2.6 Performance until Default: Until an Event of Default shall have occurred, the Assignors shall be entitled to deal with the Material Agreements and enforce all of the benefits, advantages and powers thereunder as though this Agreement had not been made. Upon the occurrence of an Event of Default, the Lender, may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignors in respect of the Material Agreements in its place and stead, all of which is hereby consented to by the Assignors. The Lender, or any other party as directed by the Lender, shall have the right to elect to be bound by any Material Agreement or Material Agreements at any time after the occurrence of an Event of Default.

2.7 Copies: The Assignors will, forthwith after receipt of same, furnish to the Lender a copy of any notice, demand, claim or request given or required to be given to any other party or parties to any Material Agreement or received by the Assignors from any such party relating to any Material Agreement and shall, forthwith after execution thereof, deliver to the Lender a true copy of any Material Agreement entered into from time to time.

2.8 Bona Fides: The Assignors shall not execute or enter into any Material Agreement unless such Material Agreement is entered into in accordance with good business practice, is at arm's length or made on an arm's length basis and in good faith and is in the best interests of the Lands and is made on such terms as a prudent owner of comparable property would accept in the circumstances having regard to all relevant factors.

2.9 Consents: Each Assignor represents and warrants to the Lender that none of the Material Agreements in existence on the date hereof (excluding service contracts) are incapable of assignment to the Lender in accordance with the provisions of this Agreement nor are any of the Material Agreements incapable of further assignment by the Lender or by any receiver or receiver and manager after an Event of Default, nor is the consent of any third party required for any such assignment, and each Assignor covenants and agrees with the Lender that, without the prior consent in writing of the Lender, no Material Agreements will be hereafter entered into by any Assignor which is not assignable or which is incapable of further assignment by the Lender or any receiver or receiver and manager after an Event of Default or which requires the consent of any third party to any such assignment. Notwithstanding the foregoing, at the request of the Lender at any time or from time to time the Assignors will cause any other party or all parties to an Material Agreement to consent to and acknowledge any or all of the rights of the Lender in and to such Material Agreements by virtue of this Agreement, in such form or forms as the Lender may reasonably require.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

3.1 Representations: Each Assignor hereby represents and warrants to the Lender that:

- (a) it has not assigned, set over, transferred or granted a security interest in any of the Material Agreements or its rights thereunder other than to the Lender;
- (b) it has not performed any act or executed any other instrument which might prevent the Lender from operating under any of the terms and conditions of this Agreement or which would limit the Lender in any such operation except as aforesaid;
- (c) the Material Agreement, if any, is in full force and effect and unamended and there is no default existing thereunder by each of the Assignor, or to the best of the Assignor's knowledge, after having made due enquiry, by the other parties thereto;
- (d) there is no pending or threatened litigation, action, claim or fact known to each Assignor, and not disclosed to the Lender in writing which adversely affects or

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could so affect any Material Agreement or the rights of the Lender thereunder; and

- (e) it has good right, full power and absolute authority to enter into, execute and perform this Agreement.

3.2 Covenants: Each Assignor hereby covenants and agrees with the Lender that:

- (a) it shall not, nor shall it agree to, without the prior consent of the Lender which consent may not be arbitrarily withheld or delayed, terminate, forfeit, cancel, alter, amend or modify any Material Agreement in a manner which would adversely affect the interest of the Lender hereunder, nor shall it waive or agree to waive any failure of any party thereto to perform any obligation thereunder, or suffer or permit anything allowing any party thereto to terminate any Material Agreement, or consent to any assignment thereof by any party thereto, unless such termination, forfeiture, cancellation, alteration, amendment, modification, waiver or consent, as the case may be, is in accordance with good business practice, is made in good faith and is in the best interest of the Lands and is made on such terms as a prudent owner of comparable property would accept in the circumstances having regard to all relevant factors;
- (b) it shall not sell, dispose, assign, charge, mortgage, set over, pledge, hypothecate or otherwise transfer all or part of any of the Material Agreements other than to the Lender nor shall it perform any act or execute any other instrument which might prevent the Lender from operating under any of the terms and conditions of this Agreement or which would limit the Lender in any such operation;
- (c) it shall from time to time and at all times hereafter upon written request so to do, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be desirable in the opinion of the Lender or its counsel, for more effectually implementing and carrying out the true intent and meaning of this Agreement;
- (d) if so required, it will execute and deliver to the Lender specific assignments, in form satisfactory to the Lender and its counsel, to the Lender of its right, title, interest and benefit in and under specific Material Agreements; and
- (e) it shall notify the Lender immediately upon becoming aware of any material default, claim or litigation in respect to any Material Agreement.

ARTICLE 4 - DEFAULT

4.1 Rights of Lender Upon Default: Whenever an Event of Default has occurred, without limiting the rights of the Lender under or pursuant to this Agreement, the Loan Agreement, the Charge or otherwise provided by law, the Lender shall be entitled to enter into possession of the Lands or any part or parts thereof and appoint its agents to manage the Lands and pay such agents' charges for their services and charge the same to the account of the Assignors, and the Lender and any agents so appointed by the Lender shall have the authority:

- (a) in the name of the Assignors, to renew, amend or otherwise deal with any Material Agreement, or make other agreements in respect of the Lands or any part or parts thereof for such consideration and on such terms as it may deem appropriate;
- (b) in the name of the Assignors, to perform, at the Assignors' expense any and all obligations or covenants of each Assignor under the Material Agreements and the other parties to the Material Agreement of their obligations, covenants and agreements thereunder; and
- (c) to manage generally the Lands and deal with the Material Agreements to the same extent as the Assignors could do,

the whole without any liability or responsibility of any kind on the part of the Lender or its agents other than for the gross negligence or willful misconduct of the Lender or its agents.

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4.2 Exercise of Powers: Where any discretionary powers hereunder are vested in the Lender or its agents, the same may be exercised by an officer, investment manager or manager of the Lender or its appointed agents, as the case may be.

4.3 Notice: The Lender shall give the Assignors reasonable notice of the exercise of its remedies under this Agreement.

ARTICLE 5 - GENERAL

5.1 No Release: This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignors or the other parties to the Material Agreements thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Loan Agreement, the Charge or any of the other security to be provided by the Assignors to the Lender pursuant to the terms of the Loan Agreement (the "Security");
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Loan Agreement, the Charge or the Security;
- (c) any waiver, consent, extension, indulgence or other action, inaction or admission under or in respect of this Agreement, the Loan Agreement, the Charge or the Security;
- (d) any default by any Assignor under, or any invalidity or unenforceability of, or any limitation of the liability of any Assignor or on the method or terms of payment under, or any irregularity or other defect in the Loan Agreement, the Charge or the Security;
- (e) any merger, consolidation or amalgamation of any Assignor into or with any other person; or
- (f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignors.

5.2 Termination of this Agreement: The Lender covenants and agrees with the Assignors that, upon payment in full of all amounts owing under or pursuant to the Loan Agreement, the Charge or the Security, this Agreement shall be and become fully terminated and all right, title and interest in and with respect to all the Material Agreements assigned, transferred and set over by the Assignors hereunder shall revert to the Assignors and all covenants and agreements of the Assignors hereunder shall be at an end and the Lender shall, upon the written request of the Assignors and at the expense of the Assignors, execute such discharges, re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

5.3 No Partnership: Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignors and the Lender, it being understood and agreed that none of the provisions herein contained or any acts of the Lender or of the Assignors, shall be deemed to create any relationship between the Lender and the Assignors other than the relationship of assignee and assignor.

5.4 Rights and Remedies are Cumulative: The rights or remedies given to the Lender hereunder shall be cumulative of and not substituted for any rights or remedies to which the Lender may be entitled under the Loan Agreement (unless the rights or remedies hereunder conflict with those contained in the Loan Agreement in which case the provisions of the Loan Agreement will govern), the Charge or the Security or at law and may be exercised whether or not the Lender has pursued or is then pursuing any other such rights and remedies.

5.5 Time of Essence: Time shall be of the essence of this Agreement.

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5.6 Notices: Any notice to be made or given in connection with this Agreement shall be in writing and shall be made or be given in accordance with the provisions of the Loan Agreement.

5.7 Waiver: No consent or waiver, express or implied, by the Lender to or of any breach or default by the Assignors in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignors hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Assignors, or to declare any Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder.

5.8 Amendments: This Agreement may not be modified or amended except with the written consent of the parties hereto.

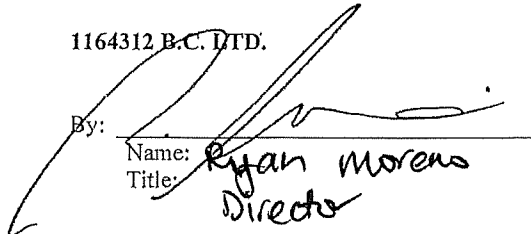
5.9 Continuing Security: This Agreement and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Agreement as provided in Section 5.2 hereof.

5.10 After Acquired Property: The Assignors hereby covenant and agree that if and to the extent that its right, title and interest in any Material Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Lender hereby created shall attach to any such Material Agreement at the same time as the Assignors acquire right therein, without the necessity of any further assignment or other assurance.

[Signature Page Follows]

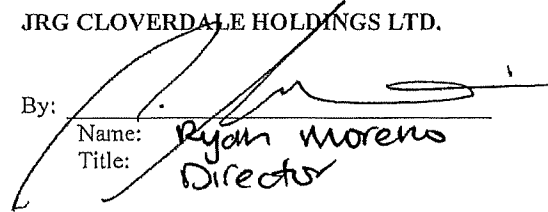
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of date first above written.

1164312 B.C. LTD.

By: 
Name: Ryan Morens
Title: Director

I have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Morens
Title: Director

I have authority to bind the corporation.

SCHEDULE "A"

<u>Municipal address</u>	<u>Legal Description</u>	<u>Owner</u>
5708 176 TH Street, Surrey, BC,	Section 8, Township 8, Plan, NWP53379 NWD PARCEL E PID:001-592-602 Section 8, Township 8, Plan, NWP53379 NWD PARCEL G, EXCEPT PLAN PT SUB'D BY PL BCP27714 PID:001-592-599	JRG Cloverdale Holdings Ltd.
4-19040 Lougheed Highway, Pitt Meadows, BC	<p>Strata lot 7, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-464</p> <p>Strata lot 8, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-472</p> <p>Strata lot 9, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-481</p> <p>Strata lot 10, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-499</p>	1164312 BC Ltd.

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifier: 001-592-599 ; 001-592-682

This Assignment made as of the 11th day of ~~July~~, 2022

BETWEEN:

JRG CLOVERDALE HOLDINGS LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK

(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of Twenty One Million Six Hundred Thousand (\$21,600,000.00).

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgments to be similar to the forms heretofore given to Mortgagee by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

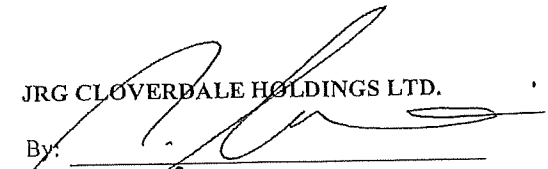
18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11th of ~~July~~, 2022.
August

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan moreno
Title: Director

I have authority to bind the corporation.

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifiers: 023-107-464, 023-107-472, 023-107-481 and 023-107-499

This Assignment made as of the 11th day of ~~July~~, 2022
August

B E T W E E N:

1164312 B.C. LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty-One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not, without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagor shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgments to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11th of ~~July~~, 2022.
August

1164312 B.C. LTD.

By: 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11 day of August, 2022

AMONG:

Each of the following persons (each a "Creditor")

JOSEPH RICHARD INVESTMENTS LTD.
 EDITH & ARTHUR PUBLIC HOUSE LTD.
 JRG CLOVERDALE VENTURES LTD.
 LIVELYHOOD PUBLIC HOUSE LTD.
 MICKY'S INVESTMENTS (COQUITLAM) LTD.
 OAK & THORNE PUBLIC HOUSE LTD.
 S&L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.
 S&L KITCHEN & BAR HOLDINGS LANGLEY LTD.
 S&L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.
 STEVESTON HOSPITALITY SERVICES LTD.
 SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.
 THE PHAT BIRD PUBLIC HOUSE LTD.
 THE ITALIAN OSTERIA AND CHEESE BAR LTD.
 THE STUDY PUBLIC HOUSE LTD.
 TOWNHALL HOLDINGS LTD.
 TOWNHALL HOLDINGS (CHILLIWACK) LTD.
 TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.
 TOWNHALL HOLDINGS (SOUTH SURREY) LTD.
 JOSEPH RICHARD IP HOLDINGS LTD.
 JOSEPH RICHARD MANAGEMENT LTD.
 TOWNHALL HOLDINGS (ABBOTSFORD) LTD.
 JRG FOODHALL (VANCOUVER) VENTURES LTD.
 AD PROLEM CAPITAL INVESTMENTS LTD.
 JOSEPH BOURQUE INVESTMENTS LTD.
 JOSEPH RICHARD HOSPITALITY GROUP LTD.

- and -

JRG CLOVERDALE HOLDINGS LTD.
 1164312 B.C LTD.

(collectively, the "Corporation")

- and -

CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF each Creditor and Corporation have executed this agreement this 11th day of August, 2022.

(signature page follows)

CORPORATION

JRG CLOVERDALE HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

1164312 B.C. LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

CREDITOR

JOSEPH RICHARD INVESTMENTS LTD

By: [Signature]
Name: Ryan Moreno
Title: Director

EDITH & ARTHUR PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JRG CLOVERDALE VENTURES LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

LIVELYHOOD PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

MICKY'S INVESTMENTS (COQUITLAM) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

OAK & THORNE PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

S & L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

S & L KITCHEN & BAR HOLDINGS LANGLEY LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

S & L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

STEVESTON HOSPITALITY SERVICES LTD.

By: see counterpart
Name: George Tachejian
Title:

SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE PHAT BIRD PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE ITALIAN OSTERIA AND CHEESE BAR LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE STUDY PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (CHILLIWACK) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (SOUTH SURREY) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JOSEPH RICHARD IP HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JOSEPH RICHARD MANAGEMENT LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (ABBOTSFORD) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JRG FOODHALL (VANCOUVER) VENTURES LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

AD PROLEM CAPITAL INVESTMENTS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

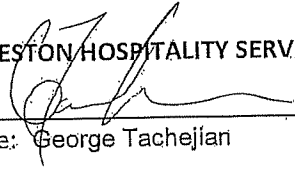
JOSEPH BOURQUE INVESTMENTS LTD.

By: [Signature]
Name: Andre Bourque
Title: Director

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

STEVESTON HOSPITALITY SERVICES LTD.

By: 
Name: George Tachejian
Title:

SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.

By: _____
Name:
Title:

THE PHAT BIRD PUBLIC HOUSE LTD.

By: _____
Name:
Title:

THE ITALIAN OSTERIA AND CHEESE BAR LTD.

By: _____
Name:
Title:

THE STUDY PUBLIC HOUSE LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (CHILLIWACK) LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (SOUTH SURREY) LTD.

By: _____
Name:
Title:

JOSEPH RICHARD IP HOLDINGS LTD.

By: _____
Name:
Title:

JOSEPH RICHARD MANAGEMENT LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (ABBOTSFORD) LTD.

By: _____
Name:
Title:

JRG FOODHALL (VANCOUVER) VENTURES LTD.

By: _____
Name:
Title:

AD PROLEM CAPITAL INVESTMENTS LTD.

By: _____
Name:
Title:

JOSEPH BOURQUE INVESTMENTS LTD.

By: _____
Name:
Title:

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: _____
Name:
Title:

COST OVERRUN UNDERTAKING

TO: CANADIAN WESTERN BANK (the "**Lender**")

RE: Loan to JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C. LTD. (collectively, the "**Borrower**") pursuant to the EQUIPMENT LOAN AND SECURITY AGREEMENT dated August 11, 2022 (as same may be amended, modified, supplemented, replaced or restated from time to time the "**Loan Agreement**")

AND RE: Construction and renovation projects contemplated by the Loan Agreement (the "**Project**")

WHEREAS the undersigned are parties to the Loan Agreement wherein the Lender has agreed to provide credit facilities to the Borrower on the terms and conditions as provided for in the Loan Agreement;

AND WHEREAS in entering into the Loan Agreement and in advancing funds thereunder the Lender is specifically relying upon the undertakings given by the undersigned as set forth herein.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned and in consideration of the Lender advancing funds under the Loan Agreement, the undersigned jointly and severally undertake and agree with the Lender as follows:

1. that they will, forthwith upon demand by the Lender, fund from their own resources any cost overruns incurred in respect of the Project so that there will, at all times, remain sufficient funds under the credit facilities established under the Loan Agreement to fund all Project costs, including holdbacks and payables, remaining to be paid in accordance with the Project budget as approved by the Lender, as amended from time to time; and
2. that they will proceed diligently, continuously as practical in accordance to the projected schedule, approved by the Lender in accordance with the Loan Agreement and not abandon the Project.

The obligations of the undersigned hereunder shall be continuing obligations in favour of the Lender which shall not cease by reason of a demand being made on the undersigned by the Lender hereunder and the Lender shall be entitled to demand and re-demand payment by the undersigned under the terms hereof from time to time and at any time.

The undersigned agree that this Undertaking shall remain in full force and effect until any and all obligations of the undersigned to the Lender under the Loan advanced under the Loan Agreement have been satisfied in full and until a certificate of occupancy has been issued, confirmation that no liens are outstanding and all construction costs have been paid, satisfactory to Lender.

This Undertaking shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors (by amalgamation, reorganization or otherwise) and permitted assigns.

- 2 -

This Undertaking shall be governed under the laws of the Province of British Columbia and the laws of Canada applicable therein.

In the case of any conflict between the provisions of this Undertaking and the provisions of any other Documents (as defined in the Loan Agreement) pertaining to cost overruns, the provisions of this Undertaking shall control and prevail.

The parties hereto have expressly required that this Undertaking and all documents, agreements and notices related thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent engagement et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

IN WITNESS WHEREOF the parties hereto have caused this Undertaking to be executed and delivered as of this 11th day of August, 2022.

JOSEPH RICHARD INVESTMENTS LTD.

By: 

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.

By: 

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

1164312 B.C. LTD.

By: 

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

[Signature Page – Cost Overrun Agreement]



GUARANTEE AND INDEMNITY

TO: CANADIAN WESTERN BANK ("CWB")

In consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by CWB to ANDRE BOURQUE (the "Guarantor") and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees with CWB as follows:

1. **INTERPRETATION** — Wherever throughout this Guarantee, the Guarantor or CWB or JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C LTD. (collectively, hereinafter called the "Obligor") are mentioned or referred to, such mention or reference shall extend to their respective successors and assigns, as the case may be. Reference to the term "Obligations" herein shall be to any and all obligations of the Obligor to CWB whether under a promissory note, leasing agreement, master leasing agreement, leasing schedule, conditional sale contract, security agreement, chattel mortgage, hypothec, pledge, debenture and any other instrument (hereinafter singularly or collectively called "Finance Instruments") between the Obligor and CWB and whether any such Finance Instrument was executed prior to the execution of this Agreement, is executed concurrently herewith or at any time in the future.
2. **GUARANTEE**
 - 2.1. **Guarantee** — The Guarantor hereby irrevocably and unconditionally guarantees and covenants with CWB as principal debtor of CWB and not merely as surety, that the Obligor will duly and punctually perform all of the Obligations, and pay or cause to be paid to CWB the rentals under and the principal of and interest on the Finance Instruments evidencing or securing the Obligations (including, in case of default, interest on the amount in default) as and when the same becomes due and payable, whether by lapse of time, by extension, or upon a declaration or otherwise according to the terms of the Finance Instruments and all other moneys owing on or under the Finance Instruments or in any way relating thereto including all expenses, including legal expenses and service charges. The total liability of the Guarantor hereunder for the Obligations shall be unlimited in amount, plus interest, fees, costs or expenses (including, without limitation, legal fees and expenses) which may now or hereafter accrue or be incurred with respect to such Obligations and any fees, costs or expenses (including without limitation, legal fees and expenses) that may be incurred by CWB by reason of Guarantor's default under this Guarantee.
 - 2.2. **Terms of the Finance Instruments** — The Guarantor hereby consents to and approves of the terms of the Finance Instruments; the guarantee and the agreements of the Guarantor herein contained shall take effect and shall be and are hereby declared to be binding upon the Guarantor notwithstanding any defect in or omission from the Finance Instruments or any non-registration or non-filing or defective registration or filing of any Finance Instruments or notice of the interest of CWB created thereby or by reason of any failure of the security intended to be created by the Finance Instruments or pursuant thereto.
 - 2.3. **Guarantee Absolute** — The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:
 - (a) any lack of validity or enforceability of any agreements between the Obligor and CWB; any change in the time, manner or place of payment or in any other term of such agreements or the failure on the part of the Obligor to carry out any of its obligations under such agreements;
 - (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
 - (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor, CWB or any party to any agreement to which CWB is a party;
 - (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to CWB; or
 - (e) any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligor in respect of any or all of the Obligations.
 - (f) The Guarantor shall be held and bound to CWB as principal debtor, and not as surety, in respect of the payment of any or all of the Obligations. All amounts payable to CWB shall be paid to CWB forthwith after demand therefore as provided herein.
 - 2.4. **No Waiver** — The Guarantor hereby agrees that its obligations hereunder shall be unconditional and no waiver by CWB of any of its rights hereunder or under the Finance Instruments and no action by CWB to enforce any of its rights hereunder or under the Finance Instruments or failure to take, or delay in taking any such action shall affect any other obligation of the Guarantor hereunder.
3. **INDEMNITY** — The Guarantor also covenants and agrees with CWB that it will at all times and from time to time hereafter, indemnify and keep indemnified and save harmless CWB from any and all losses, costs, damages and expenses, including legal fees and disbursements and the costs of all distresses, actions, proceedings, claims and demands incurred or made by CWB if CWB does not receive payment of all amounts due and owing under the Finance Instruments or if the Obligor defaults in the payment of any instalment payable or in the performance of the Obligations under the Finance Instruments which, if the Finance Instruments were in full force and effect and good standing, would be payable or required to be performed under the Finance Instruments. In addition to the foregoing, the Guarantor agrees to pay CWB, as administrative costs, an amount equal to fifteen percent (15%) of all amounts payable hereunder in the event that court proceedings are instituted against the Guarantor because the Guarantor has failed to respect its obligations hereunder.
4. **DEALINGS WITH OBLIGOR AND OTHERS**
 - 4.1. **No Release** — The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by CWB in connection with any duties or liabilities of the Obligor to CWB of any security

thereof including any loss of or in respect of any security received by CWB from the Obligor or others. CWB, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases, waivers and discharges to the Obligor;
- (b) grant substitutions for the Obligations or any part thereof or any agreement related thereto;
- (c) take or abstain from taking securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (d) accept compromises from the Obligor;
- (e) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as CWB may see fit or change any such application in whole or in part from time to time as CWB may see fit;
- (f) amend any of the Finance Instruments; or
- (g) otherwise deal with the Obligor and all other persons and securities as CWB may see fit.

- 4.2. **No Exhaustion of Remedies** — CWB shall not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Section 6) before being entitled to demand payment from the Guarantor hereunder. The obligations of the Guarantor hereunder are joint and several with those of the Obligor and any other guarantor, security or other person liable in any way for the Obligations. This Guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by CWB, and without prejudice to any other security, by whomsoever given, at any time held by CWB, and CWB shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets CWB may be entitled to receive or have a claim upon.
- 4.3. **Conclusive Statement** — Any account settled or stated in writing by or between CWB and the Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to CWB is so due.
- 4.4. **No Set-Off** — The Guarantor shall not claim any set-off or counterclaim against the Obligor in respect of any liability of the Obligor to the Guarantor.

5. CONTINUING GUARANTEE

- 5.1. **Continuing Guarantee** — This Guarantee shall be a continuing guarantee, notwithstanding any extensions, modifications, renewals or indulgences with respect to, or substitutions for, the Obligations or any part thereof, and shall remain in full force and effect until the Obligations are performed and paid in full. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or terminated or must otherwise be returned by CWB upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or otherwise, all as though such payment had not been made.

6. DEMAND FOR PAYMENT

- 6.1. **Demand for Payment** — CWB shall be entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Obligor to CWB and upon such default CWB may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder. The Guarantor shall make payment to or performance in favour of CWB of the total amount guaranteed hereunder forthwith after demand thereof is made to the Guarantor.
- 6.2. **Interest** — The Guarantor shall pay interest to CWB at the rate of 24% per annum on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to be calculated daily from the date of demand by CWB on the Guarantor.

7. ASSIGNMENT, POSTPONEMENT AND SUBROGATION

- 7.1. **Assignment and postponement** — All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to CWB and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for CWB and forthwith upon receipt shall be paid over to CWB, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until payment in full to CWB of all obligations of the Guarantor under this Guarantee.
- 7.2. **Subrogation** — The Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee and Indemnity, by any payment made hereunder or otherwise, until all Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of CWB and shall forthwith be paid to CWB to be credited and applied upon the Obligations, if (i) the Guarantor performs or makes payment to CWB of all amounts owing by the Guarantor to CWB under this Guarantee and (ii) the Obligations are performed and paid in full, CWB will, at the Guarantor's request and at the Guarantor's expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

8. COVENANTS OF THE GUARANTOR

The Guarantor hereby represents, covenants and warrants that:

- (a) if the Guarantor is a corporation, the making and performance of this Guarantee have been duly authorized by all necessary corporate actions on the part of the Guarantor, do not require any shareholders' approval, and will not violate any provisions of the Guarantor's incorporating documents or by-laws or result in the breach of, constitute a default under, contravene any provisions of or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of the Guarantor pursuant to any of the Guarantor's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which the Guarantor is a party or by which the Guarantor or its property may be bound or affected;
- (b) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with the terms hereof;

- (c) there is no pending or, to the best of the knowledge of the Guarantor, threatened action or proceeding affecting the Guarantor or, if the Guarantor is a corporation, any of its subsidiaries before any court, governmental agency or arbitrator, which would materially adversely affect the legality, validity or enforceability of this Guarantee;
- (d) all Information as defined in Section 9.2 provided by Guarantor to CWB is accurate;
- (e) all payments to CWB are and will be derived from legal sources and CWB may decline any form of payment; and
- (f) the Guarantor is and shall continue to be in compliance with all laws and regulations relating to the prevention of money laundering and terrorism.

9. GENERAL

- 9.1. **Waivers** — The Guarantor waives notice of acceptance of this Guarantee and of the extension or continuation of the Obligations or any part thereof. The Guarantor further waives presentment, protest, notice, demand or action in respect of the Obligations or any part thereof, including any right to require CWB to sue the Obligor, any other Guarantor or any other person obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or any part thereof. Without limiting the generality of the foregoing, the Guarantor is jointly and severally liable with the Obligor for the due and punctual payment and performance of the Obligations; the Guarantor hereby waiving the benefit of division and discussion. Guarantor waives its right to receive a copy of any financing statement or financing change statement registered by CWB and of any related verification statement.
- 9.2. **Information** — Guarantor hereby consents and authorizes CWB and its affiliates, agents, contractors and representatives, at any time, a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Guarantor ("**Information**"), as CWB deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any information with, third parties concerning Guarantor's credit rating, financial capacity and payment history; c) to provide information to persons to whom CWB considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Guarantee. This consent is in addition to and does not replace any consent previously given.
- 9.3. **Benefit of the Guarantee** — This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Guarantor and CWB.
- 9.4. **Entire Agreement** — This Guarantee constitutes the entire agreement between CWB, the Obligor and the Guarantor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guarantee.
- 9.5. **No Waiver, Remedies** — No failure on the part of CWB to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 9.6. **Severability** — If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 9.7. **Notices** — Any demand, notice or other communications (hereinafter in this Section 9.7 referred to as a "**Communication**") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To CWB:	2000 Argentia Rd., Plaza 1, Ste. 300 Mississauga, ON L5N 1P7	To the Guarantor:	8343 209A St., Langley BC V2Y 0A5
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or such other address as may be designated by notice by any party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.


- 9.8. **Assignment** — The rights of CWB under this Guarantee may be assigned by CWB without the prior consent of the Obligor or the Guarantor. The Guarantor may not assign its obligations under this Guarantee.
- 9.9. **Governing Law** — This guarantee shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 9.10. **Language** — The parties hereby acknowledge that it is their express wish that this Guarantee and Indemnity be drawn in the English language; les parties reconnaissent qu'il est de leur volonté expresse que la présente caution soit rédigée en langue anglaise seulement.

[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee this 11th day of August, 2022.



ANDRE BOURQUE



WITNESS
NAME:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11th day of ~~July~~, 2022

AMONG: *August*

<p>ANDRE BOURQUE - and -</p> <p>1164312 B.C. LTD. JRG CLOVERDALE HOLDINGS LTD. - and -</p> <p>CANADIAN WESTERN BANK</p>	<p>("Creditor")</p> <p>(collectively, the "Corporation")</p> <p>("Bank")</p>
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WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the

Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

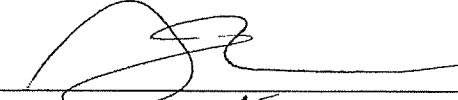

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 11th day of August, 2022

CREDITOR:

ANDRE BOURQUE

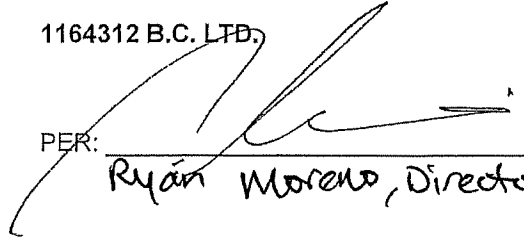
PER: 


WITNESS
NAME:


Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

CORPORATION:

1164312 B.C. LTD.

PER: 
Ryan Moreno, Director

JRG CLOVERDALE HOLDINGS LTD.

PER: 
Ryan Moreno, Director



GUARANTEE AND INDEMNITY

TO: CANADIAN WESTERN BANK ("CWB")

In consideration of the premises and the covenants and agreements herein contained, the sum of \$1.00 now paid by CWB to RYAN MORENO (the "Guarantor") and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees with CWB as follows:

1. **INTERPRETATION** — Wherever throughout this Guarantee, the Guarantor or CWB or JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C LTD. (collectively, hereinafter called the "Obligor") are mentioned or referred to, such mention or reference shall extend to their respective successors and assigns, as the case may be. Reference to the term "Obligations" herein shall be to any and all obligations of the Obligor to CWB whether under a promissory note, leasing agreement, master leasing agreement, leasing schedule, conditional sale contract, security agreement, chattel mortgage, hypothec, pledge, debenture and any other instrument (hereinafter singularly or collectively called "Finance Instruments") between the Obligor and CWB and whether any such Finance Instrument was executed prior to the execution of this Agreement, is executed concurrently herewith or at any time in the future.
2. **GUARANTEE**
 - 2.1. **Guarantee** — The Guarantor hereby irrevocably and unconditionally guarantees and covenants with CWB as principal debtor of CWB and not merely as surety, that the Obligor will duly and punctually perform all of the Obligations, and pay or cause to be paid to CWB the rentals under and the principal of and interest on the Finance Instruments evidencing or securing the Obligations (including, in case of default, interest on the amount in default) as and when the same becomes due and payable, whether by lapse of time, by extension, or upon a declaration or otherwise according to the terms of the Finance Instruments and all other moneys owing on or under the Finance Instruments or in any way relating thereto including all expenses, including legal expenses and service charges. The total liability of the Guarantor hereunder for the Obligations shall be unlimited in amount, plus interest, fees, costs or expenses (including, without limitation, legal fees and expenses) which may now or hereafter accrue or be incurred with respect to such Obligations and any fees, costs or expenses (including without limitation, legal fees and expenses) that may be incurred by CWB by reason of Guarantor's default under this Guarantee.
 - 2.2. **Terms of the Finance Instruments** — The Guarantor hereby consents to and approves of the terms of the Finance Instruments; the guarantee and the agreements of the Guarantor herein contained shall take effect and shall be and are hereby declared to be binding upon the Guarantor notwithstanding any defect in or omission from the Finance Instruments or any non-registration or non-filing or defective registration or filing of any Finance Instruments or notice of the interest of CWB created thereby or by reason of any failure of the security intended to be created by the Finance Instruments or pursuant thereto.
 - 2.3. **Guarantee Absolute** — The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:
 - (a) any lack of validity or enforceability of any agreements between the Obligor and CWB; any change in the time, manner or place of payment or in any other term of such agreements or the failure on the part of the Obligor to carry out any of its obligations under such agreements;
 - (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
 - (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor, CWB or any party to any agreement to which CWB is a party;
 - (d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to CWB; or
 - (e) any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligor in respect of any or all of the Obligations.
 - (f) The Guarantor shall be held and bound to CWB as principal debtor, and not as surety, in respect of the payment of any or all of the Obligations. All amounts payable to CWB shall be paid to CWB forthwith after demand therefore as provided herein.
 - 2.4. **No Waiver** — The Guarantor hereby agrees that its obligations hereunder shall be unconditional and no waiver by CWB of any of its rights hereunder or under the Finance Instruments and no action by CWB to enforce any of its rights hereunder or under the Finance Instruments or failure to take, or delay in taking any such action shall affect any other obligation of the Guarantor hereunder.
3. **INDEMNITY** — The Guarantor also covenants and agrees with CWB that it will at all times and from time to time hereafter, indemnify and keep indemnified and save harmless CWB from any and all losses, costs, damages and expenses, including legal fees and disbursements and the costs of all distresses, actions, proceedings, claims and demands incurred or made by CWB if CWB does not receive payment of all amounts due and owing under the Finance Instruments or if the Obligor defaults in the payment of any instalment payable or in the performance of the Obligations under the Finance Instruments which, if the Finance Instruments were in full force and effect and good standing, would be payable or required to be performed under the Finance Instruments. In addition to the foregoing, the Guarantor agrees to pay CWB, as administrative costs, an amount equal to fifteen percent (15%) of all amounts payable hereunder in the event that court proceedings are instituted against the Guarantor because the Guarantor has failed to respect its obligations hereunder.
4. **DEALINGS WITH OBLIGOR AND OTHERS**
 - 4.1. **No Release** — The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by CWB in connection with any duties or liabilities of the Obligor to CWB of any security

thereof including any loss of or in respect of any security received by CWB from the Obligor or others. CWB, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases, waivers and discharges to the Obligor;
- (b) grant substitutions for the Obligations or any part thereof or any agreement related thereto;
- (c) take or abstain from taking securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;
- (d) accept compromises from the Obligor;
- (e) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as CWB may see fit or change any such application in whole or in part from time to time as CWB may see fit;
- (f) amend any of the Finance Instruments; or
- (g) otherwise deal with the Obligor and all other persons and securities as CWB may see fit.

- 4.2. **No Exhaustion of Remedies** — CWB shall not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Section 6) before being entitled to demand payment from the Guarantor hereunder. The obligations of the Guarantor hereunder are joint and several with those of the Obligor and any other guarantor, security or other person liable in any way for the Obligations. This Guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by CWB, and without prejudice to any other security, by whomsoever given, at any time held by CWB, and CWB shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets CWB may be entitled to receive or have a claim upon.
- 4.3. **Conclusive Statement** — Any account settled or stated in writing by or between CWB and the Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to CWB is so due.
- 4.4. **No Set-Off** — The Guarantor shall not claim any set-off or counterclaim against the Obligor in respect of any liability of the Obligor to the Guarantor.

5. CONTINUING GUARANTEE

- 5.1. **Continuing Guarantee** — This Guarantee shall be a continuing guarantee, notwithstanding any extensions, modifications, renewals or indulgences with respect to, or substitutions for, the Obligations or any part thereof, and shall remain in full force and effect until the Obligations are performed and paid in full. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or terminated or must otherwise be returned by CWB upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or otherwise, all as though such payment had not been made.

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- 6.1. **Demand for Payment** — CWB shall be entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Obligor to CWB and upon such default CWB may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder. The Guarantor shall make payment to or performance in favour of CWB of the total amount guaranteed hereunder forthwith after demand thereof is made to the Guarantor.
- 6.2. **Interest** — The Guarantor shall pay interest to CWB at the rate of 24% per annum on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to be calculated daily from the date of demand by CWB on the Guarantor.

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- 7.1. **Assignment and postponement** — All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to CWB and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for CWB and forthwith upon receipt shall be paid over to CWB, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until payment in full to CWB of all obligations of the Guarantor under this Guarantee.
- 7.2. **Subrogation** — The Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee and Indemnity, by any payment made hereunder or otherwise, until all Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of CWB and shall forthwith be paid to CWB to be credited and applied upon the Obligations. If (i) the Guarantor performs or makes payment to CWB of all amounts owing by the Guarantor to CWB under this Guarantee and (ii) the Obligations are performed and paid in full, CWB will, at the Guarantor's request and at the Guarantor's expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

8. COVENANTS OF THE GUARANTOR

The Guarantor hereby represents, covenants and warrants that:

- (a) if the Guarantor is a corporation, the making and performance of this Guarantee have been duly authorized by all necessary corporate actions on the part of the Guarantor, do not require any shareholders' approval, and will not violate any provisions of the Guarantor's incorporating documents or by-laws or result in the breach of, constitute a default under, contravene any provisions of or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of the Guarantor pursuant to any of the Guarantor's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which the Guarantor is a party or by which the Guarantor or its property may be bound or affected;
- (b) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with the terms hereof;

- (c) there is no pending or, to the best of the knowledge of the Guarantor, threatened action or proceeding affecting the Guarantor or, if the Guarantor is a corporation, any of its subsidiaries before any court, governmental agency or arbitrator, which would materially adversely affect the legality, validity or enforceability of this Guarantee;
- (d) all information as defined in Section 9.2 provided by Guarantor to CWB is accurate;
- (e) all payments to CWB are and will be derived from legal sources and CWB may decline any form of payment; and
- (f) the Guarantor is and shall continue to be in compliance with all laws and regulations relating to the prevention of money laundering and terrorism.

9. GENERAL

- 9.1. **Waivers** — The Guarantor waives notice of acceptance of this Guarantee and of the extension or continuation of the Obligations or any part thereof. The Guarantor further waives presentment, protest, notice, demand or action in respect of the Obligations or any part thereof, including any right to require CWB to sue the Obligor, any other Guarantor or any other person obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or any part thereof. Without limiting the generality of the foregoing, the Guarantor is jointly and severally liable with the Obligor for the due and punctual payment and performance of the Obligations, the Guarantor hereby waiving the benefit of division and discussion. Guarantor waives its right to receive a copy of any financing statement or financing change statement registered by CWB and of any related verification statement.
- 9.2. **Information** — Guarantor hereby consents and authorizes CWB and its affiliates, agents, contractors and representatives, at any time, a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Guarantor ("Information"), as CWB deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from; and exchange any information with, third parties concerning Guarantor's credit rating, financial capacity and payment history; c) to provide Information to persons to whom CWB considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Guarantee. This consent is in addition to and does not replace any consent previously given.
- 9.3. **Benefit of the Guarantee** — This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Guarantor and CWB.
- 9.4. **Entire Agreement** — This Guarantee constitutes the entire agreement between CWB, the Obligor and the Guarantor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guarantee.
- 9.5. **No Waiver, Remedies** — No failure on the part of CWB to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 9.6. **Severability** — If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 9.7. **Notices** — Any demand, notice or other communications (hereinafter in this Section 9.7 referred to as a "Communication") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

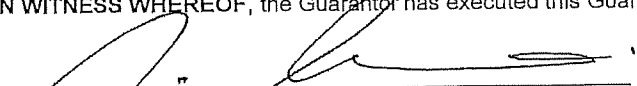
To CWB:	2000 Argentea Rd., Plaza 1, Ste. 300	To the Guarantor:	1268 216 St.
	Mississauga, ON L5N 1P7		Langley B.C.

or such other address as may be designated by notice by any party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.


- 9.8. **Assignment** — The rights of CWB under this Guarantee may be assigned by CWB without the prior consent of the Obligor or the Guarantor. The Guarantor may not assign its obligations under this Guarantee.
- 9.9. **Governing Law** — This guarantee shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 9.10. **Language** — The parties hereby acknowledge that it is their express wish that this Guarantee and Indemnity be drawn in the English language; les parties reconnaissent qu'il est de leur volonté expresse que la présente caution soit rédigée en langue anglaise seulement.

[Signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee this 11th day of August, 2022.



RYAN MORENO



WITNESS
NAME:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11th day of August, 2022

AMONG:

RYAN MORENO

("Creditor")

- and -

1164312 B.C. LTD.

JRG CLOVERDALE HOLDINGS LTD.

(collectively, the "Corporation")

- and -

CANADIAN WESTERN BANK

("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereof. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the

Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 11th day of August 2022.

CREDITOR:

RYAN MORENO

PER: 

CORPORATION:

1164312 B.C. LTD.

PER: 
Ryan Moreno, Director

WITNESS
NAME:

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ **STEWART LAW CORPORATION**
#1460 - 13401 108th Avenue,
Surrey, BC V3T 5T3

JRG CLOVERDALE HOLDINGS LTD.

PER: 
Ryan Moreno, Director

ENVIRONMENTAL INDEMNITY AGREEMENT

WHEREAS:

- A. Pursuant to that certain loan agreement dated on or about the date hereof (the "**Loan Agreement**"), CANADIAN WESTERN BANK (the "**Lender**") has agreed to provide certain loans to **JRG CLOVERDALE HOLDINGS LTD.** and **1164312 B.C. LTD.** (collectively, the "**Borrowers**") in the amount of \$13,095,000.00 (the "**Loan**");
- B. At the request of the Lender, Joseph Richard Investments Ltd., Edith & Arthur Public House Ltd., JRG Cloverdale Ventures Ltd., Livelyhood Public House Ltd., Micky's Investments (Coquitlam) Ltd., Oak & Thorne Public House Ltd., S & L Kitchen & Bar Holdings Abbotsford Ltd., S & L Kitchen & Bar Holdings Langley Ltd., S & L Kitchen & Bar Holdings South Surrey Ltd., Steveston Hospitality Services Ltd., Sudo Asian Kitchen Holdings (Langley) Ltd., The Phat Bird Public House Ltd., The Italian Osteria and Cheese Bar Ltd., The Study Public House Ltd., Townhall Holdings Ltd., Townhall Holdings (Chilliwack) Ltd., Townhall Holdings (Maple Ridge) Ltd., Townhall Holdings (South Surrey) Ltd., Joseph Richard IP Holdings Ltd., Joseph Richard Management Ltd., Townhall Holdings (Abbotsford) Ltd., JRG Foodhall (Vancouver) Ventures Ltd., Ad Prolem Capital Investments Ltd., Joseph Bourque Investments Ltd., Joseph Richard Hospitality Group Ltd., Ryan Moreno and Andre Bourque (collectively, the "**Guarantors**"), have agreed to guarantee the Loan;
- C. The Lender requires the Borrowers and the Guarantors to execute an Environmental Indemnity Agreement as a prerequisite to funding the Loan.

NOW THEREFORE:

In consideration of the sum of Ten Dollars (\$10.00) now paid by the Lender to the Borrowers and the Guarantors, the receipt and sufficiency whereof is hereby acknowledged, the Borrowers and the Guarantors (hereinafter collectively referred to as the "**Indemnitors**") certify, represent, warrant, covenant and agree to and with the Lender as follows:

ARTICLE 1 - DEFINITIONS

1.1 When used in this Agreement the following words and expressions shall have the following meanings, namely:

- (a) "**Applicable Laws**" means without limitation (whether in existence on the date of this Agreement or executed, promulgated or published after the date hereof), all applicable local, municipal, provincial, territorial and federal laws, by-laws, statutes, regulations, ordinances, directives, rules, guidelines, policies, codes, standards, certificates, permits, grants, licenses, agreements, administrative and judicial orders, judgments, decrees, approvals, directions and permits, criterion or other governmental restrictions relating to, without limitation, the regulation, protection, preservation, or reclamation of the environment or natural resources or to health and safety or to the management, presence, existence, Release or handling of any Hazardous Substances as herein defined as well as common law or civil law as applicable.
- (b) "**Business Day**" means a day on which the Lender is open for business excluding Saturday, Sunday and any other day which is a statutory holiday in the province in which the Property is located.

- 2 -

- (c) **"Hazardous Substances"** means any pollutant, contaminant, hazardous, dangerous, poisonous, noxious, toxic, radioactive and bioaccumulative, chemical, substance, waste, material or similar term which are defined and regulated pursuant to Applicable Laws. It is the intent of the Indemnitors that the term "Hazardous Substances" be construed in the broadest sense possible under this Agreement.
- (d) **"Lien"** means any mortgage, charge, lien, hypothec, trust, encumbrance, charge, pledge, assignment, security interest, title retention, deposit, trust or any other security arrangement of whatsoever nature or kind.
- (e) **"Other Property"** means any property located adjacent to the Property which becomes contaminated with Hazardous Substances coming from the Property or other property which contaminates the Property.
- (f) **"Property"** means certain real or immovable properties as described in Schedule "A" attached hereto and all buildings and improvements located on or under them.
- (g) **"Release"** means, with respect to any Hazardous Substance, the method by which such Hazardous Substance comes to be in the environment at large and includes, without limitation, discharging, spraying, injection, abandonment, depositing, spilling, leaking, releasing, leaching, seeping, migrating, pumping, pouring, emission, emptying, escaping, throwing, dumping, placing and exhausting, and when used as a noun has a similar meaning.
- (h) **"Reports"** means collectively, (i) a Phase I Environmental Site Assessment dated December 15, 2021, prepared by Next Environmental Inc. and (ii) a Phase I Environmental Site Assessment dated March 22, 2022 prepared by Next Environmental Inc., each provided to the Lender by the Indemnitors.

ARTICLE 2 - INDEMNIFICATION

2.1 Indemnitors covenant and agree at their sole cost and expense to protect, defend, indemnify, release and hold the Lenders harmless from and against any and all claims, demands, damages, losses (including without limitation actual loss in value), Liens, whether recorded or unrecorded, liabilities, penalties, fines, debts, suits, judgments, awards, administrative or judicial orders, actions, causes of action, proceedings, obligations, costs, charges, fees, expenses and amounts paid in settlement, of whatever kind or nature (including without limitation costs for investigation, remediation, restoration, clean-up, treatment, monitoring, containment and removal relating in any way to Hazardous Substances, legal, accountants', engineers', consultants' and contractors' fees and disbursements and solicitor-client/extra judicial costs), including strict liability in tort or in delict which accrue to or are made against or are incurred by the Lender at any time (whether prior to or on or after transfer of the Property pursuant to foreclosure or by deed in lieu thereof), and which arise directly or indirectly from or out of, or are in any way connected with:

- (a) any misrepresentation or inaccuracy of any certifications, representations and warranties contained herein or material breach or failure to perform any covenants or other obligations pursuant to this Agreement;
- (b) any activities on the Property during Indemnitors' ownership, use, possession or control of the Property which directly or indirectly result in the Property or any Other Property becoming contaminated with Hazardous Substances;

- 3 -

- (c) during the term of the Loan, the Release of a Hazardous Substances or the threat of a Release of a Hazardous Substance;
- (d) the discovery, investigation, remediation, restoration, treatment, monitoring, containment, removal and/or the clean up of Hazardous Substances from the Property or any Other Property onto which Hazardous Substances have migrated from the Property;
- (e) during the term of the Loan any violation by Indemnitors, or those for whom they are at law responsible, of any of the Applicable Laws with respect to the Property;
- (f) the imposition, registering or filing or the threatened imposition, registering or filing of any Lien on the Property.

Indemnitors acknowledge that as between Indemnitors and the Lender, Indemnitors will be solely responsible for all costs and expenses whether foreseen or unforeseen relating to the discovery, investigation, remediation, restoration, treatment, monitoring, clean up, containment and removal of Hazardous Substances from the Property, or from any Other Property as a result of the Release of Hazardous Substances from the Property, and that the indemnity in this Article 2 shall cover all such costs and expenses.

2.2 Indemnitors' obligations under this Agreement are unconditional and irrevocable and shall not be limited or impaired by any non-recourse or other limitations of liability provided for in any document relating to the Loan ("**Loan Documents**"). The representations, warranties and covenants of Indemnitors set forth in this Agreement (including without limitation the indemnity provided for in this Article 2):

- (a) are separate and distinct obligations from and in addition to Indemnitors' obligations under the Loan Documents;
- (b) shall not be discharged or satisfied by foreclosure under any Loan Documents; and
- (c) shall continue in full force and effect after any sale or transfer of all or part of the Property, including without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial).

2.3 The amount of Indemnitors' liability under this Agreement is not limited to the amount of the Loan. Indemnitor's liability is unrelated to and independent of the amount of any loss that the Lender may suffer by reason of the failure of the Loan to be repaid in full, and shall not be determined by reference to the amount of any Loan loss. Indemnitors acknowledge that the amount of their liability hereunder could exceed the entire amount paid by Borrowers for the Property.

2.4 Indemnitors acknowledge and agree that neither this Agreement nor any of the Loan Documents shall put the Lender in the position of an owner or a person having the charge, management or control of the Property prior to any acquisition of the Property by the Lender. The rights granted to the Lender herein and in the Loan Documents are granted solely for the protection of the Lender's mortgage, Liens and security interests covering the Property, and do not grant to the Lender the right to control Indemnitors' actions, decisions or policies regarding Hazardous Substances.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Except as disclosed to the Lender in the Reports or as used by Indemnitors in the ordinary course of their business at the Property, Indemnitors have no knowledge after due and diligent investigation of:

- 4 -

- (a) the presence or existence of any Hazardous Substances in, on, under, from, onto or upon the Property or coming from lands located adjacent to the Property, or
- (b) any actual Release of Hazardous Substances that have occurred or are currently occurring in, on, under, upon, from or onto the Property or coming from lands located adjacent to the Property.

3.2 The Lender understands that Indemnitors may occasionally use materials in the ordinary course of their business that might be defined as Hazardous Substances, and the Lender consents to the presence of such materials at the Property so long as they are used and handled by Indemnitors and those for whom they are at law responsible in strict accordance with Applicable Laws.

3.3 Indemnitors represent for themselves and each of their officers, directors, agents, contractors, employees and others for whom they are at law responsible that, as of the date of this Agreement, it has no knowledge after due and diligent investigation of any failure by it at any time to comply with Applicable Laws with respect to the Property. Indemnitors are not now and have not been subject to any judicial, governmental, regulatory or other investigations, orders, proceedings, orders, notices or inquiries relating to non-compliance with Applicable Laws. Neither Indemnitors, nor any of their officers and directors, have not been convicted of an offence for non-compliance with Applicable Laws or been fined or otherwise sentenced or settled such prosecution short of conviction.

3.4 The Indemnitors explicitly warrant that, to the best of their knowledge, no material amounts of any urea formaldehyde foam, asbestos, PCBs, radioactive materials or substances determined to be injurious to human life or health are present in any improvements at the Property or found in the soil of any part of the Property. The presence of such materials will be considered a default under the Loan, provided that the Indemnitors shall have a period of 15 days after written notice from the Lender to remove such materials from the Property to the satisfaction of the Lender, in which case there shall be no default under the Loan.

3.5 Indemnitors and those for whom they are at law responsible shall at all times during the term of the Loan comply with Applicable Laws.

3.6 Except as disclosed to the Lender in the Reports, the Property has not been used as a landfill site, a waste disposal site or as a location for the disposal or Release of Hazardous Substances or any other waste. There are no underground storage tanks or vessels and their related equipment including piping, active or abandoned, located at the Property.

3.7 The representations, covenants, warranties, obligations and liabilities of Indemnitors under this Agreement are continuing and shall fully survive indefinitely notwithstanding any termination, satisfaction, assignment, entry of a judgment of foreclosure, exercise of any power of sale, if available, pursuant to the laws of the jurisdiction in which the Property is located, or any right of foreclosure.

3.8 Indemnitors have not released and will not release or waive the liability of any present or prior owner, lessee, licensee, operator or other occupant of the Property or any Other Property or any party who may be potentially responsible for, without limitation, the presence, existence, release, deposit, spill, dumping, discharge, leak, emission, escape, injection, disposal, remediation, clean-up, treatment, monitoring or removal of Hazardous Substances in, on, under, upon, onto or from the Property.

3.9 In the case of any conflict between the provisions of this Agreement and the provisions of any other Loan Documents pertaining to environmental matters, the provisions of this Agreement shall control and prevail.

ARTICLE 4 - NOTICE

- 5 -

4.1 Indemnitors agree to provide written notification to the Lender immediately if Indemnitors become aware of:

- (a) any Release or other discovery of any of Hazardous Substance in, on, under, upon, onto or migration from the Property or other environmental problem or liability with respect to the Property or Other Property;
- (b) any actual or threatened claim, action, suit, complaint, summons, writ, demand, order, direction, warning, ticket, notice or other communication from any person, entity or governmental authority relating to any environmental problem or liability with respect to the Property and Indemnitors will immediately provide copies of same to the Lender upon the request of the Lender.

In such event, at its own cost and expense, Indemnitors will immediately:

- (i) obtain and furnish to the Lender, upon the request of and as specified by the Lender, an environmental audit or survey from an expert satisfactory to the Lender with respect to the Property; and
- (ii) proceed in a timely manner, taking into account any effects on human health and the environment, to take all actions which are necessary or desirable to, without limitation, investigate, remediate, restore, clean up, treat, monitor, contain or remove any Hazardous Substances affecting the Property and to comply with the recommendations of any environmental audit or survey or as required by applicable governmental authorities or by any Applicable Laws.

Following the completion of any such actions as described herein, Indemnitors shall proceed in a timely manner to restore the Property to its former state of productive use. If Indemnitors fail to take such actions, the Lender may, but shall not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Indemnitors shall reimburse the Lender on demand for the full amount of all costs and expenses to effect such compliance.

4.2 Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be delivered in accordance with Section 8.9 of the Loan Agreement.

ARTICLE 5 - MISCELLANEOUS

5.1 This Agreement shall be binding upon and inure to the benefit of the Lender and Indemnitors and their respective heirs, representatives, successors and assigns.

5.2 This Agreement shall be governed under the laws of the Province in which the Property is situated.

5.3 In any suit, action, application or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein including legal fees and disbursements at trial and on appeal.

5.4 In the event that this Agreement is executed by more than one party as Indemnitors, the liability of such parties shall be joint and several. Any one or more parties liable upon or in respect of this Agreement may be released without affecting the liability of any party not so released.

5.5 The headings of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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5.6 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

5.7 This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original and all of which, taken together, shall constitute one Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Indemnitors have executed or have caused this Environmental Indemnity Agreement to be executed by their duly authorized officer as of the 11th day of July, 2022.

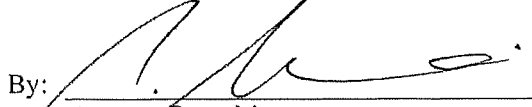
CANADIAN WESTERN BANK August

By: _____
Name:
Title:

By: _____
Name:
Title:


I/We have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director

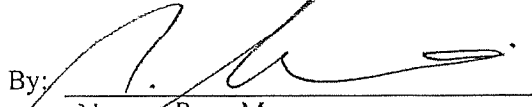
I have authority to bind the corporation.

1164312 B.C. LTD.

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JOSEPH RICHARD INVESTMENTS LTD.

By: 
Name: Ryan Moreno
Title: Director

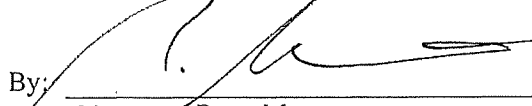
I have authority to bind the corporation.

EDITH & ARTHUR PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director


I have authority to bind the corporation.

JRG CLOVERDALE VENTURES LTD.

By: 
Name: Ryan Moreno
Title: Director

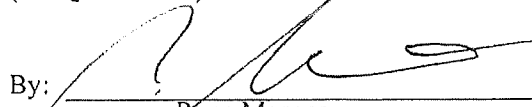
I have authority to bind the corporation.

LIVELYHOOD PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

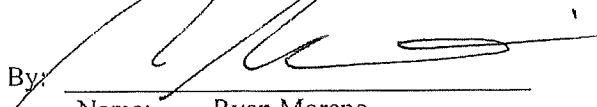
I have authority to bind the corporation.

MICKY'S INVESTMENTS (COQUITLAM) LTD.

By: 
Name: Ryan Moreno
Title: Director

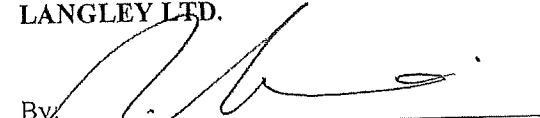
I have authority to bind the corporation.

OAK & THORNE PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

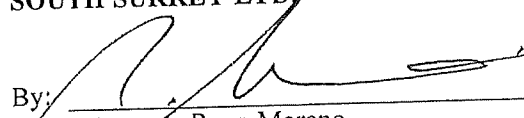
I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.**

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**STEVESTON HOSPITALITY SERVICES
LTD.**

By: see counterpart
Name: George Tachejian
Title: Director


I have authority to bind the corporation.

**SUDO ASIAN KITCHEN HOLDINGS
(LANGLEY) LTD.**

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

THE PHAT BIRD PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

By: 
Name: Ryan Moreno
Title: Director


I have authority to bind the corporation.

THE STUDY PUBLIC HOUSE LTD.

By: 
Name: Ryan Moreno
Title: Director

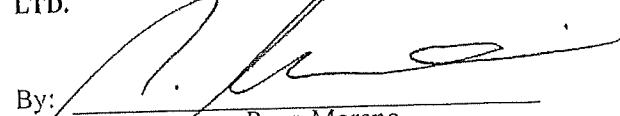
I have authority to bind the corporation.

TOWNHALL HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**TOWNHALL HOLDINGS (CHILLIWACK)
LTD.**

By: 
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**S&L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**STEVESTON HOSPITALITY SERVICES
LTD.**

By: _____
Name: George Tachejian
Title: Director

I have authority to bind the corporation.

**SUDO ASIAN KITCHEN HOLDINGS
(LANGLEY) LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

THE PHAT BIRD PUBLIC HOUSE LTD.

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

THE STUDY PUBLIC HOUSE LTD.

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

TOWNHALL HOLDINGS LTD.

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

**TOWNHALL HOLDINGS (CHILLIWACK)
LTD.**

By: _____
Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: _____

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

TOWNHALL HOLDINGS (SOUTH SURREY) LTD..

By: _____

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JOSEPH RICHARD IP HOLDINGS LTD.

By: _____

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: _____

Name: Ryan Moreno
Title: Director

I have authority to bind the corporation.

Witness: _____

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

Witness: _____

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

RYAN RICHARD MORENO

ANDRE JOSEPH BOURQUE

Schedule "A"

Property

<u>Municipal address</u>	<u>Legal Description</u>
5708 176 TH Street, Surrey, BC	Section 8, Township 8, Plan, NWP53379 NWD PARCEL E PID:001-592-602 Section 8, Township 8, Plan, NWP53379 NWD PARCEL G, EXCEPT PLAN PT SUB'D BY PL BCP27714 PID:001-592-599
4-19040 Lougheed Highway, Pitt Meadows, BC	<p>Strata lot 7, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-464</p> <p>Strata lot 8, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-472</p> <p>Strata lot 9, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-481</p> <p>Strata lot 10, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-499</p>



Land Title Act
Mortgage
 Part 1 Province of British Columbia

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200, 885 West Georgia Street
 Vancouver BC V6C 3E8
 778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB / Richards

2. Description of Land

PID/Plan Number	Legal Description
001-592-599	PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379
001-592-602	PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379

3. Borrower(s) (Mortgagor(s))

JRG CLOVERDALE HOLDINGS LTD. 8410 160TH STREET SURREY BC V4N 0V7	BC1019465
---	-----------

4. Lender(s) (Mortgagee(s))

CANADIAN WESTERN BANK A Canadian Chartered Bank Having a Branch Office and Postal Address at 300, PLAZA 1, 2000 ARGENTIA ROAD MISSISSAUGA ON L5N 1P7

5. Payment Provisions

Principal Amount \$13,095,000	Interest Rate Prime Rate Plus 2.70% Per Annum	Interest Adjustment Date N/A
Interest Calculation Period As set out in the Equipment Loan and Security Agreement dated ____, 2022	Payment Dates As set out in the Equipment Loan and Security Agreement dated ____, 2022	First Payment Date As set out in the Equipment Loan and Security Agreement dated ____, 2022
Amount of each periodic payment As set out in the Equipment Loan and Security Agreement dated ____, 2022	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	Last Payment Date August ____, 2027
Assignment of Rents which the applicant wants registered? Yes	Place of payment Postal Address in Item 4	Balance Due Date August ____, 2027
If yes, page and paragraph number: MT99002 Page 27, Paragraph 19		



Land Title Act
Mortgage
Part 1 Province of British Columbia

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms
Part 2 of this mortgage consists of:
(b) Filed Standard Mortgage Terms D F Number: **MT990022**
A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms
N/A

11. Prior Encumbrances Permitted by Lender

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

Witnessing Officer Signature

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Officer Certification Surrey, BC V3T 5T3

Execution Date

YYY-MM-DD
2022-08-11

Borrower / Party Signature(s)

JRG CLOVERDALE HOLDINGS LTD.
By their Authorized Signatory

Ryan Moreno

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.



1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200 - 885 West Georgia Street
 Vancouver BC V6C 3E8
 778-372-7664

2. Description of Land

PID/Plan Number	Legal Description
023-107-464	STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-472	STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-481	STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-499	STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148

3. Nature of Interest

Type	Number	Additional Information
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4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1164312 B.C. LTD., NO.BC1164312

6. Transferee(s)

CANADIAN WESTERN BANK
 300, 2000 ARGENTIA ROAD, PLAZA 1
 MISSISSAUGA ON L5N 2R7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD
2022-08-11

1164312 B.C. Ltd.
By their Authorized Signatory

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION

#1450 - 13401 108th Avenue,

Officer Certification Surrey, BC V3T 5T3

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.

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifiers: 023-107-464, 023-107-472, 023-107-481 and 023-107-499

This Assignment made as of the ___ day of July, 2022.

B E T W E E N:

1164312 B.C. LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty-One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of **TWO (\$2.00) DOLLARS** of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgments to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this th 11 of ~~July~~, 2022.
August

1164312 B.C. LTD.

By: 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.



1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
2200 - 885 West Georgia Street
Vancouver BC V6C 3E8
778-372-7664

2. Description of Land

PID/Plan Number	Legal Description
001-592-599	PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379
001-592-602	PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379

3. Nature of Interest

Type	Number	Additional Information

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

JRG CLOVERDALE HOLDINGS LTD., NO. BC1019465

6. Transferee(s)

CANADIAN WESTERN BANK
300, PLAZA 2, 2000 ARGENTIA ROAD
MISSISSAUGA ON L5N1P7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYY-MM-DD
2022-8-11

JRG Cloverdale Holdings Ltd.
By their Authorized Signatory

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Officer Certification Surrey, BC V3T 5T3

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.

GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifier: 001-592-599; 001 - 592 - 602

This Assignment made as of the 11th day of July, 2022

B E T W E E N:

JRG CLOVERDALE HOLDINGS LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:
 - (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
 - (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
 - (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagee pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgements to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11 of ~~July~~, 2022.

August

JRG CLOVERDALE HOLDINGS LTD.

By: 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.



Land Title Act
Charge
 General Instrument -- Part 1

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200, 885 West Georgie Street
 Vancouver BC V6C 3E8
 778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB/Richards

2. Description of Land

PID/Plan Number	Legal Description
023-107-464	STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-472	STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-481	STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-499	STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8161880	Modification of Mortgage CA8161880

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1164312 B.C. LTD., NO.BC1164312

6. Transferee(s)

CANADIAN WESTERN BANK
 300, 2000 ARGENTIA ROAD, PLAZA 1
 MISSISSAUGA ON L5N 2R7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date
YYYY-MM-DD
2022-08-11

Transferor / Transferee / Party Signature(s)
1164312 B.C. LTD.
By their Authorized Signatory

Name: Ryan Moreno

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

Name: _____

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
YYYY-MM-DD

Transferor / Transferee / Party Signature(s)
CANADIAN WESTERN BANK
By their Authorized Signatory

Name: _____

Name: _____

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.

TERMS OF INSTRUMENT – PART 2
MODIFICATION OF MORTGAGE CA8161880

In accordance with section 233 of the *Land Title Act* the following Terms and the Part 1 to which they are attached form a single instrument.

THIS AGREEMENT made this 5th day of August, 2022.

B E T W E E N:

1164312 B.C. LTD.

(hereinafter called the "Borrower")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK

(hereinafter called the "Lender")

OF THE SECOND PART

WHEREAS

- A. By a Charge/Mortgage of Land registered on the 20th day of April, 2020 in the Vancouver/New Westminster Land Title Office (the "Land Title Office") under Registration No. CA8161880 (hereinafter referred to as the "Mortgage"), the Borrower granted, mortgaged and charged to the Lender upon the terms therein mentioned all of its right, title and interest in the land and premises legally described as follows:

PID: 023-107-464
 Strata Lot 7 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-472
 Strata Lot 8 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-481
 Strata Lot 9 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-499
 Strata Lot 10 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

(together, the "Property")

to secure the payment of the principal sum of \$12,000,000 with interest therein set out upon the terms therein mentioned;

- B. The parties desire to modify and amend the Mortgage upon the terms and conditions hereinafter set forth, and have agreed as hereinafter set out;

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR each paid to the other and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree that Part 2 Terms of Instrument attached to the Mortgage shall be amended as follows:

1. The Principal Amount of "\$12,000,000" set out in Section 5(a) of the Mortgage shall be deleted and replaced with "\$13,095,000".
3. This Agreement will be read and construed along with the Mortgage and be treated as a part thereof and all terms, covenants and conditions of the Mortgage, save as herein amended, shall be and continue to be of full force and effect and the parties hereto shall be bound by the terms, covenants and conditions of the said Mortgage.

Page 4

4. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be and whenever the singular or masculine genders are used in this Agreement the same shall be construed as meaning the plural or feminine or neuter genders where the context so requires.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed the Land Title Office Form which is attached hereto and forms part of this Agreement.

ACKNOWLEDGEMENT OF RECEIPT

The Mortgagor has this day granted mortgage and assignment of rents in the amount of \$13,095,000 (the "**Mortgage**") in favour of CANADIAN WESTERN BANK which mortgage consists of a Form B dated contemporaneously herewith and filed standard mortgage terms registered under the Land Title Act under No. MT990022 (the "**Mortgage Terms**"), and the undersigned, being the Mortgagor as set out in item 3 of the Form B to the Mortgage, and the owner of the Lands legally described in item 2 of the Form B to the Mortgage, acknowledges receipt of the Mortgage Terms and agrees to comply with and be bound by the Mortgage Terms, including any amendments contained in the Form B.


This Acknowledgement may be signed in counterparts and by facsimile or .pdf email transmission, and each such counterpart facsimile or .pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[EXECUTION PAGE TO FOLLOW]

DATED the 11th day of August, 2022.

Mortgagor:

JRG CLOVERDALE HOLDINGS LTD.,
by its authorized signatory(ies):

By:  _____
Authorized Signatory

By: _____
Authorized Signatory

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED

LAND TITLE ACT
FORM B (Section 225)

Apr-29-2020 10:33:34.001

CA8161880 CA8161881

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 5 PAGES

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.

Shayla Hardy QHJBJR
Digitally signed by Shayla Hardy QHJBJR
Date: 2020.04.29 10:10:04 -07'00'

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

DENTONS CANADA LLP
BARRISTERS AND SOLICITORS
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8
Document Fees: \$149.74

Telephone No. (604) 687-4460
File No. 128096-1540

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

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

1164312 B.C. LTD.

1450 - 13401 108 AVENUE
SURREY BRITISH COLUMBIA
V3T 5T3 CANADA

Incorporation No
BC1164312

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

CANADIAN WESTERN BANK

A CANADIAN CHARTERED BANK HAVING AN ADDRESS AT
2000 ARGENTIA ROAD, SUITE 300, PLAZA 1
MISSISSAUGA ONTARIO
CANADA L5N 2R7

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$12,000,000.00	(b) Interest Rate: 18.0% PER ANNUM	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: SEMI-ANNUALLY, NOT IN ADVANCE	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: MT990022 Page 27, Paragraph 19	(k) Place of payment: POSTAL ADDRESS IN ITEM 4	(l) Balance Due Date: ON DEMAND			

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land?
YES NO

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

8. INTEREST MORTGAGED:
Fee Simple
Other (specify)

9. MORTGAGE TERMS:

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

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

DF Number: MT990022
(annexed to this mortgage as Part 2)

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

10. ADDITIONAL OR MODIFIED TERMS:

N/A

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

SEE SCHEDULE

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

Officer Signature(s)

See Affidavit of Execution

Execution Date		
Y	M	D
20	04	28

Borrower(s) Signature(s)

1164312 B.C. Ltd., by its authorized signatory(ies):

Print Name: Ryan Moreno

Print Name:

(as to all signatures)

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 5 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**023-107-464 STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW
WESTMINSTER DISTRICT STRATA PLAN LMS148**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**023-107-472 STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW
WESTMINSTER DISTRICT STRATA PLAN LMS148**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**023-107-481 STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW
WESTMINSTER DISTRICT STRATA PLAN LMS148**

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

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

**023-107-499 STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW
WESTMINSTER DISTRICT STRATA PLAN LMS148**

STC? YES

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

STC? YES

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

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 5 PAGES

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

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

- EASEMENT AC138639
- EASEMENT AC138640
- STATUTORY RIGHT OF WAY BE143219
- STATUTORY RIGHT OF WAY BE264215
- STATUTORY RIGHT OF WAY BE264216
- STATUTORY RIGHT OF WAY BE264220
- COVENANT BE264221
- MORTGAGE CA7308609
- ASSIGNMENT OF RENTS CA7308610

FORM_DECGEN_V20

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Shayla Hardy QHJBJR	Digitally signed by Shayla Hardy QHJBJR Date: 2020.04.29 10:10:54 -07'00'
---------------------------	---

Attached and filed in support of the Form B Mortgage and Assignment of Rents is a Section 49 Land Title Act Affidavit of Execution.

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

AFFIDAVIT OF EXECUTION

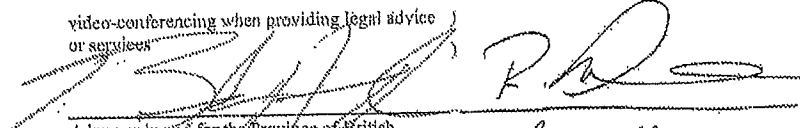
Land Title Act

I, RYAN MORENO of
Langley, B.C., MAKE OATH AND
SAY:

1. I am 19 years of age or older and am a person named in the instrument as an authorized signatory of the mortgagor and I was authorized by the mortgagor to execute the instrument.
2. Any other person who executed the instrument for the mortgagor was authorized to do so by the mortgagor.
3. The mortgagor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
4. My signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 as it is medically unsafe to meet in person due to COVID-19.

Sworn before me at the city of Surrey
 in the Province of British Columbia, this 20th
 day of April, 2020. The deponent was not
 physically present before me because it is)
 medically unsafe to meet him in person due to)
 Covid-19; but was linked with me using video)
 technology. I followed the process described in)
 Practice Bulletin 01-20 Process for Remote)
 Witnessing of Affidavits for use in Land Title)
 Applications and complied with the Law Society)
 of British Columbia's best practices for using)

video-conferencing when providing legal advice
or services


A lawyer in and for the Province of British
Columbia

Ryan Moreno

NATDOCS4603360V4

B. Sunny Aujla
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ **STEWART LAW CORPORATION**
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA8161880

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, R.S.B.C 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Shayla Hardy QHJBJR	Digitally signed by
	Shayla Hardy
	QHJBJR
	Date: 2020.05.05 14:07:45 -07'00'

Please find attached a copy of the affidavit that the lawyer had before him when the affidavit was sworn remotely to confirm that the affidavits are the same.

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$14.20

AFFIDAVIT OF EXECUTION

Land Title Act

I, RYAN MORENO of
Langley, B.C., MAKE OATH AND
SAY:

1. I am 19 years of age or older and am a person named in the instrument as an authorized signatory of the mortgagor and I was authorized by the mortgagor to execute the instrument.
2. Any other person who executed the instrument for the mortgagor was authorized to do so by the mortgagor.
3. The mortgagor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
4. My signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 as it is medically unsafe to meet in person due to COVID-19.

Sworn before me at the city of _____,)
 in the Province of British Columbia, this _____)
 day of April, 2020. The deponent was not)
 physically present before me because it is)
 medically unsafe to meet him in person due to)
 Covid-19, but was linked with me using video)
 technology. I followed the process described in)
 Practice Bulletin 01-20 Process for Remote)
 Witnessing of Affidavits for use in Land Title)
 Applications and complied with the Law Society)
 of British Columbia's best practices for using)

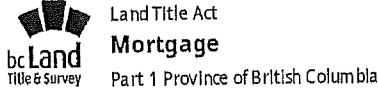
video-conferencing when providing legal advice)
or services)



A lawyer in and for the Province of British
Columbia

Ryan Moreno

NATDOCS\46063300V-1



NEW WESTMINSTER LAND TITLE OFFICE
 AUG 19 2022 15:28:27.001
CB168562

1. Application

Document Fees: \$76.32

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200, 885 West Georgia Street
 Vancouver BC V6C 3E8
 778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB / Richards

2. Description of Land

PID/Plan Number	Legal Description
001-592-599	PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379
001-592-602	PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379

3. Borrower(s) (Mortgagor(s))

JRG CLOVERDALE HOLDINGS LTD. BC1019465
 8410 160TH STREET
 SURREY BC V4N 0V7

4. Lender(s) (Mortgagee(s))

CANADIAN WESTERN BANK
 A Canadian Chartered Bank Having a Branch Office and
 Postal Address at
 300, PLAZA 1, 2000 ARGENTIA ROAD
 MISSISSAUGA ON L5N 1P7

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$21,600,000	Prime Rate Plus 2.70% Per Annum	N/A
Interest Calculation Period	Payment Dates	First Payment Date
As set out in the Equipment Loan and Security Agreement dated August 22, 2022	As set out in the Equipment Loan and Security Agreement dated August 22, 2022	As set out in the Equipment Loan and Security Agreement dated August 22, 2022
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
As set out in the Equipment Loan and Security Agreement dated August 22, 2022	N/A % per annum	On Demand



Land Title Act
Mortgage
Part 1 Province of British Columbia

Assignment of Rents which the applicant wants registered?
No

Place of payment
Postal Address in Item 4

Balance Due Date
On Demand

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms
Part 2 of this mortgage consists of:
(b) Filed Standard Mortgage Terms D F Number: **MT990022**
A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms
N/A

11. Prior Encumbrances Permitted by Lender

12. Execution(s)

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

Mandeep S. Minhas
Barrister & Solicitor
Hamilton Duncan Armstrong & Stewart
Law Corporation
1450, 13401 - 108th Avenue
Surrey BC V3T 5T3

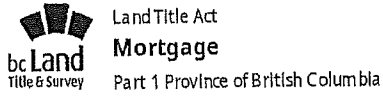
YYYY-MM-DD
2022-08-11

JRG CLOVERDALE HOLDINGS LTD.
By their Authorized Signatory

Ryan Moreno

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.

**Nathan Andrij
Pelech PAM7P5**

Digitally signed by
Nathan Andrij Pelech
PAM7P5
Date: 2022-08-19
15:20:41 -07:00



Land Title Act
Charge
 General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 AUG 19 2022 15:28:27.003
CB168564

1. Application

Document Fees: \$76.32

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200, 885 West Georgie Street
 Vancouver BC V6C 3E8
 778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB/ Richards

2. Description of Land

PID/Plan Number	Legal Description
023-107-464	STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-472	STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-481	STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-499	STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8161880	Modification of Mortgage CA8161880

4. Terms

Part 2 of this Instrument consists of:
(b) Express Charge Terms Annexed as Part 2

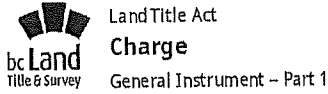
5. Transferor(s)

1164312 B.C. LTD., NO.BC1164312

6. Transferee(s)

CANADIAN WESTERN BANK
 300, 2000 ARGENTIA ROAD, PLAZA 1
 MISSISSAUGA ON L5N 2R7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Mandeep S. Minhas
Barrister & Solicitor
Hamilton Duncan Armstrong & Stewart
Law Corporation
1450, 13401 - 108th Avenue
Surrey BC V3T 5T3

Execution Date

YYYY-MM-DD

2022-08-11

Transferor / Transferee / Party Signature(s)

1164312 B.C. LTD.
By their Authorized Signatory

Name: Ryan Moreno

Name:

Officer Certification

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Witnessing Officer Signature

Astha Pathela
Barrister & Solicitor
2000 Argenta Rd
Plaza 1 Suite 300
Mississauga ON L5N 1P7

Law Society Number 83798C
289.998.0278

Execution Date

YYYY-MM-DD

2022-08-17

Transferor / Transferee / Party Signature(s)

CANADIAN WESTERN BANK
By their Authorized Signatory

**Name: Dimitri Mazur, Senior
Manager - Restaurants**

**Name: Wendy Black, Senior
Documentation Specialist**

Officer Certification

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Land Title Act
Charge
General Instrument - Part 1

Electronic Signature

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**Nathan Andrij
Pelech PAM7P5**

**Digitally signed by
Nathan Andrij Pelech
PAM7P5
Date: 2022-08-19
14:39:16 -07:00**

TERMS OF INSTRUMENT – PART 2**MODIFICATION OF MORTGAGE CA8161880**

In accordance with section 233 of the *Land Title Act* the following Terms and the Part 1 to which they are attached form a single instrument.

THIS AGREEMENT made this 5th day of August, 2022.

B E T W E E N:

1164312 B.C. LTD.

(hereinafter called the "Borrower")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK

(hereinafter called the "Lender")

OF THE SECOND PART

WHEREAS

- A. By a Charge/Mortgage of Land registered on the 20th day of April, 2020 in the Vancouver/New Westminster Land Title Office (the "Land Title Office") under Registration No. CA8161880 (hereinafter referred to as the "Mortgage"), the Borrower granted, mortgaged and charged to the Lender upon the terms therein mentioned all of its right, title and interest in the land and premises legally described as follows:

PID: 023-107-464
Strata Lot 7 Section 25 Block 6 North Range 1 East New Westminster District
Strata Plan LMS148

PID: 023-107-472
Strata Lot 8 Section 25 Block 6 North Range 1 East New Westminster District
Strata Plan LMS148

PID: 023-107-481
Strata Lot 9 Section 25 Block 6 North Range 1 East New Westminster District
Strata Plan LMS148

PID: 023-107-499
Strata Lot 10 Section 25 Block 6 North Range 1 East New Westminster District
Strata Plan LMS148

(together, the "Property")

to secure the payment of the principal sum of \$12,000,000 with interest therein set out upon the terms therein mentioned;

- B. The parties desire to modify and amend the Mortgage upon the terms and conditions hereinafter set forth, and have agreed as hereinafter set out;

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR each paid to the other and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree that Part 2 Terms of Instrument attached to the Mortgage shall be amended as follows:

1. The Principal Amount of "\$12,000,000" set out in Section 5(a) of the Mortgage shall be deleted and replaced with "\$21,600,000".
3. This Agreement will be read and construed along with the Mortgage and be treated as a part thereof and all terms, covenants and conditions of the Mortgage, save as herein amended, shall be and continue to be of full force and effect and the parties hereto shall be bound by the terms, covenants and conditions of the said Mortgage.

Page 4

4. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be and whenever the singular or masculine genders are used in this Agreement the same shall be construed as meaning the plural or feminine or neuter genders where the context so requires.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed the Land Title Office Form which is attached hereto and forms part of this Agreement.



Land Title Act

Mortgage

Part 1 Province of British Columbia

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200, 885 West Georgia Street
 Vancouver BC V6C 3E8
 778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB / Richards

2. Description of Land

PID/Plan Number	Legal Description
001-592-599	PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379
001-592-602	PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379

3. Borrower(s) (Mortgagor(s))

JRG CLOVERDALE HOLDINGS LTD. 8410 160TH STREET SURREY BC V4N 0V7	BC1019465
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4. Lender(s) (Mortgagee(s))

CANADIAN WESTERN BANK A Canadian Chartered Bank Having a Branch Office and Postal Address at 300, PLAZA 1, 2000 ARGENTIA ROAD MISSISSAUGA ON L5N 1P7

5. Payment Provisions

Principal Amount \$13,095,000	Interest Rate Prime Rate Plus 2.70% Per Annum	Interest Adjustment Date N/A
Interest Calculation Period As set out in the Equipment Loan and Security Agreement dated _____, 2022	Payment Dates As set out in the Equipment Loan and Security Agreement dated _____, 2022	First Payment Date As set out in the Equipment Loan and Security Agreement dated _____, 2022
Amount of each periodic payment As set out in the Equipment Loan and Security Agreement dated _____, 2022	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum	Last Payment Date August _____, 2027
Assignment of Rents which the applicant wants registered? Yes If yes, page and paragraph number: MT99002 Page 27, Paragraph 19	Place of payment Postal Address in Item 4	Balance Due Date August _____, 2027



Land Title Act
Mortgage
 Part 1 Province of British Columbia

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms D F Number: **MT990022**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

N/A

11. Prior Encumbrances Permitted by Lender

12. Execution(s)

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

Witnessing Officer Signature

Mandeep S. Minhas
 Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
 #1450 - 13401 108th Avenue,
 Officer Certification Surrey, BC V3T 5T3

Execution Date

YYY-MM-DD

2022-08-11

Borrower / Party Signature(s)

JRG CLOVERDALE HOLDINGS LTD.
 By their Authorized Signatory

Ryan Moreno

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Land Title Act
Charge
 General Instrument – Part 1

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
 2200 - 885 West Georgia Street
 Vancouver BC V6C 3E8
 778-372-7664

2. Description of Land

PID/Plan Number	Legal Description
023-107-464	STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-472	STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-481	STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-499	STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148

3. Nature of Interest

Type	Number	Additional Information
------	--------	------------------------

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1164312 B.C. LTD., NO.BC1164312

6. Transferee(s)

CANADIAN WESTERN BANK
 300, 2000 ARGENTIA ROAD, PLAZA 1
 MISSISSAUGA ON L5N 2R7

7. Additional or Modified Terms



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)

YYY-MM-DD
2022-08-11

1164312 B.C. Ltd.
By their Authorized Signatory

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION

#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

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Electronic Signature

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GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifiers: 023-107-464, 023-107-472, 023-107-481 and 023-107-499

This Assignment made as of the ___ day of July, 2022.

B E T W E E N:

1164312 B.C. LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty-One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.
7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagor pursuant thereto.
8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.
9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgments to be similar to the forms heretofore given to Mortgagor by Mortgagee.
10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.
11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.
12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.
13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.
14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this th 11 of ~~July~~, 2022.
August

1164312 B.C. LTD.

By. 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.



Land Title Act
Charge

General Instrument - Part 1

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
2200 - 885 West Georgia Street
Vancouver BC V6C 3E8
778-372-7664

2. Description of Land

PID/Plan Number	Legal Description
001-592-599	PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379
001-592-602	PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE PLAN 53379

3. Nature of Interest

Type	Number	Additional Information

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

JRG CLOVERDALE HOLDINGS LTD., NO. BC1019465

6. Transferee(s)

CANADIAN WESTERN BANK
300, PLAZA 2, 2000 ARGENTIA ROAD
MISSISSAUGA ON L5N1P7

7. Additional or Modified Terms



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

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

Execution Date

YYYY-MM-DD
2022-8-11

Transferor / Transferee / Party Signature(s)

JRG Cloverdale Holdings Ltd.
By their Authorized Signatory

Ryan Moreno

Officer Certification Surrey, BC V3T 5T3

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Electronic Signature

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GENERAL ASSIGNMENT OF RENTS AND LEASES

Parcel Identifier: 001-592-599, 001-592-602

This Assignment made as of the 11th day of July, 2022

B E T W E E N:

JRG CLOVERDALE HOLDINGS LTD.
(hereinafter called the "Mortgagor")

- and -

CANADIAN WESTERN BANK
(hereinafter called the "Mortgagee")

WHEREAS:

The Mortgagor is the registered owner of the lands and premises described herein (the "Lands") subject to a Charge/Mortgage of Land (the "Mortgage") made by the Mortgagor in favour of the Mortgagee and referred to in this document to secure the sum of **Twenty One Million Six Hundred Thousand (\$21,600,000.00)**.

The Mortgagor's title to the Lands is or may be subject to leases and the Mortgagor has agreed to assign such leases and the rents therefrom to the Mortgagee as well as all future leases of and rental income from the Lands, for the purpose of securing the payment of the principal, interest and other monies secured by the said Mortgage.

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by Mortgagee to Mortgagor (the receipt and sufficiency whereof are hereby acknowledged by Mortgagor), Mortgagor hereby transfers, assigns and sets over unto Mortgagee all its collective rights, title and interests in:

- (a) all present and future leases (the "Leases") of the Lands, if any;
- (b) all rents and other monies (herein called the "rents") now due and payable or hereafter to become due and payable under such leases or any extensions or renewals thereof; and
- (c) the benefit of all covenants, stipulations and provisions contained in the Leases.

TO HOLD and receive the same unto Mortgagee.

1. Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

- (i) The sole ownership of the entire landlord's interest in the Leases is or shall be vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment;
- (ii) The Leases are and shall be valid, subsisting and enforceable in accordance with their terms and have not been altered, modified, subsisting, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Mortgagee;
- (iii) Without limiting the foregoing Mortgagor shall not alter the terms of the Leases including without limitation, the amount of rent payable or the length of the term of any Lease without notice to Mortgagee and without Mortgagee's prior written consent which consent may not be unreasonably withheld;

- (iv) There are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
 - (v) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of any such notice;
 - (vi) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of landlord and any tenant under any of the Leases;
 - (vii) Mortgagor will not permit any Lease to become subordinate to any lien;
 - (viii) Mortgagor has delivered to Mortgagee true and correct copies of all existing Leases and all amendments and modifications thereto;
 - (ix) Mortgagor further agrees that it will not without prior written consent of the Mortgagee lease or agree to lease any part of the Lands except at a rent, upon terms and conditions, and to tenants which are not less favourable or desirable to the Mortgagor than those which a prudent landlord would expect to receive for the premises to be leased; and
 - (x) The Mortgagor now has in it good right, full power and absolute authority to assign the said leases and the said rents and other benefits in the manner aforesaid accruing to the true intent and meaning of this Assignment.
2. Mortgagor hereby authorizes Mortgagee to give written notice of this Assignment (the "Notice"), which may include a copy hereof, at any time after a default under the Mortgage to any tenant under any of the Leases.
3. Until default shall have been made in payment of any instalment of principal or of interest or of other monies as provided in the Mortgage or any renewal thereof or amendment thereto or until the breach of any covenants contained in the Mortgage, Mortgagor shall be entitled to receive all rents payable under the Leases and shall not be liable to account therefor to Mortgagee. If a default shall occur pursuant to the terms of the Mortgage, Mortgagee may, at its option, after service of a Notice, receive and collect all such rents, income and profits as they become due, from or in respect of the Lands. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee. Tenants of the Lands are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.
4. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Lands, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and to demand, correct, receive, endorse, and deposit all cheques, drafts, money orders or notes given in payment of such rents whether made payable to Mortgagor or Mortgagee. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, cheques, drafts, etc., unless such loss is due to the gross negligence or willful misconduct of Mortgagee.
5. Nothing herein contained shall be deemed to have the effect of making Mortgagee responsible for the collection of the rents or any part thereof or for the performance of any covenants, terms and conditions either by the landlord or by the tenant contained in the Leases and Mortgagee shall not by virtue of these presents be deemed a mortgagee in possession of the Lands or any part thereof and that this Assignment shall not of itself create the relationship of landlord and tenant as between Mortgagee and any tenants of the Lands. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform

or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Lands, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Lands by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Lands or for any negligence in the management, upkeep, repair or control of the Lands resulting in loss or injury or death to any lessee, licensee, employee or stranger.

6. Mortgagee shall be liable to account for only such monies as shall actually come into its possession by virtue of these presents and that such monies when received by Mortgagee shall be applied on account of the monies from time to time due to Mortgagee and any renewal thereof or amendment thereto or under any agreement collateral thereto and out of the surplus (if any) shall be paid the taxes and assessments whether municipal or provincial which are charged against the Lands, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Lands or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment all in such order as Mortgagee may determine.

7. None of the rights or remedies of Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents or by any act of Mortgagor pursuant thereto.

8. Notwithstanding any variation of the terms of the Mortgage or any agreement or arrangement with Mortgagor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to Mortgagee, the Leases, rents and other benefits hereby assigned shall continue as security until the whole of the monies secured by the Mortgage shall be fully paid and satisfied.

9. Mortgagor covenants and agrees from time to time and at all times hereafter at the request of Mortgagee to execute and deliver at the expense of Mortgagor further assurances for the better and more perfectly assigning to Mortgagee of the Leases and any renewals thereof and the rents payable thereunder in the manner aforesaid as Mortgagee shall be reasonably advised and at the request of Mortgagee to assign to Mortgagee any Leases of part or parts of the Lands which may be created in the future and which Mortgagee may require assigned to it, and to give any other parties thereto a notice of such assignment and to obtain from them acknowledgments of such notice, such notice and acknowledgments to be similar to the forms heretofore given to Mortgagor by Mortgagee.

10. Mortgagor covenants to and with Mortgagee to perform and fulfil according to the true intent and meaning thereof all the covenants and agreements contained in the Leases to be performed by Mortgagor as landlord therein.

11. Mortgagee may waive any default or breach of covenant and shall not be bound to serve any notice upon a tenant upon the happening of any default or breach of covenant but any such waiver shall not extend to any subsequent default or breach of covenants.

12. The rights and remedies of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Mortgage or any other instrument constituting security for amounts owing to Mortgagee or at law or in equity.

13. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

14. Any notice, request or other communication to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered by Federal Express or similar overnight courier service or personally or by prepaid mail to the mailing address, of a party as stated in this Agreement and to the attention of the person or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision or to the last

known mailing address of the person in the possession of the party sending the notice, request or communication. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received.

15. This Assignment shall be construed and enforced under the laws of the province in which the Lands are situate (excluding choice-of-law principles).

16. Upon the repayment by Mortgagor of the whole of the monies secured by the Mortgage and upon performance of all the covenants therein contained, a discharge of the Mortgage shall, upon delivery of such discharge to Mortgagor, constitute a re-assignment of the Leases to Mortgagor and Mortgagee agrees to execute such further re-assignments and discharges thereof and financing change statements with respect thereto as Mortgagor may reasonably request.

17. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

18. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

19. This Assignment and everything herein contained shall enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

[Signature Page Follows]

DATED this 11 of ~~July~~, 2022.
August

JRG CLOVERDALE HOLDINGS LTD.,

By: 

Name: Ryan Moreno

Title: Director

I have authority to bind the corporation.



Land Title Act

Charge

General Instrument – Part 1

1. Application

Shauna Towriss, Cassels Brock & Blackwell LLP
2200, 885 West Georgie Street
Vancouver BC V6C 3E8
778.372.7664

LTO Client No: 121379572
 File No: 50098.102
 CWB / Richards

2. Description of Land

PID/Plan Number	Legal Description
023-107-464	STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-472	STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-481	STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148
023-107-499	STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8161880	Modification of Mortgage CA8161880

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1164312 B.C. LTD., NO.BC1164312

6. Transferee(s)

CANADIAN WESTERN BANK
300, 2000 ARGENTIA ROAD, PLAZA 1
MISSISSAUGA ON L5N 2R7

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

Execution Date
YYYY-MM-DD
2022-08-11

Transferor / Transferee / Party Signature(s)

1164312 B.C. LTD.
By their Authorized Signatory

Name: Ryan Moreno

Name: _____

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
YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CANADIAN WESTERN BANK
By their Authorized Signatory

Name: _____

Name: _____

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.

TERMS OF INSTRUMENT – PART 2
MODIFICATION OF MORTGAGE CA8161880

In accordance with section 233 of the *Land Title Act* the following Terms and the Part 1 to which they are attached form a single instrument.

THIS AGREEMENT made this 5th day of August, 2022.

B E T W E E N:

1164312 B.C. LTD.

(hereinafter called the "Borrower")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK

(hereinafter called the "Lender")

OF THE SECOND PART

WHEREAS

- A. By a Charge/Mortgage of Land registered on the 20th day of April, 2020 in the Vancouver/New Westminster Land Title Office (the "Land Title Office") under Registration No. CA8161880 (hereinafter referred to as the "Mortgage"), the Borrower granted, mortgaged and charged to the Lender upon the terms therein mentioned all of its right, title and interest in the land and premises legally described as follows:

PID: 023-107-464
 Strata Lot 7 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-472
 Strata Lot 8 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-481
 Strata Lot 9 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

PID: 023-107-499
 Strata Lot 10 Section 25 Block 6 North Range 1 East New Westminster District
 Strata Plan LMS148

(together, the "Property")

to secure the payment of the principal sum of \$12,000,000 with interest therein set out upon the terms therein mentioned;

- B. The parties desire to modify and amend the Mortgage upon the terms and conditions hereinafter set forth, and have agreed as hereinafter set out;

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR each paid to the other and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree that Part 2 Terms of Instrument attached to the Mortgage shall be amended as follows:

1. The Principal Amount of "\$12,000,000" set out in Section 5(a) of the Mortgage shall be deleted and replaced with "\$13,095,000".
3. This Agreement will be read and construed along with the Mortgage and be treated as a part thereof and all terms, covenants and conditions of the Mortgage, save as herein amended, shall be and continue to be of full force and effect and the parties hereto shall be bound by the terms, covenants and conditions of the said Mortgage.

4. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be and whenever the singular or masculine genders are used in this Agreement the same shall be construed as meaning the plural or feminine or neuter genders where the context so requires.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed the Land Title Office Form which is attached hereto and forms part of this Agreement.

This is Exhibit "K" to the Affidavit #1 of
André Joseph Bourque affirmed July 16, 2023
before me at the City of Vancouver.

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

A Commissioner for taking Affidavits in and for
the Province of British Columbia.



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Business Debtor - "1164312 BC Ltd."

Search Date and Time: June 1, 2023 at 1:15:28 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

Table with 4 columns: Base Registration, Base Registration Date, Debtor Name, Page. Row 1: 172765M, April 17, 2020, * 1164312 B.C. LTD., 2



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 172765M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 17, 2020 at 6:21:48 am Pacific time
Current Expiry Date and Time:	April 17, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:15:28 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA RD, PLAZA 1 #300
MISSISSAUGA ON
L5N 2R7 Canada

Debtor Information

1164312 B.C. LTD.

Address

1450, 13401 - 108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

CANADIAN WESTERN BANK

Address

2000 ARGENTIA RD, PLAZA 1 #300
MISSISSAUGA ON
L5N 2R7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Business Debtor - "AD PROLEM CAPITAL INVESTMENTS LTD."

Search Date and Time: July 12, 2023 at 1:03:16 pm Pacific time
Account Name: FARRIS LLP
Folio Number: 50901-0001-0000

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 13

Table with 4 columns: Base Registration, Base Registration Date, Debtor Name, Page. Contains 2 rows of search results for AD PROLEM CAPITAL INVESTMENTS LTD.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 140919N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 28, 2021 at 11:17:57 am Pacific time
Current Expiry Date and Time: July 28, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:03:16 pm Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

SUITE 2200 - 4720 KINGSWAY
BURNABY BC
V5H 4N2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

JRG QUEENS LRS VENTURES LTD. **Address**
 5708 176TH STREET
 SURREY BC
 V3S 4C8 Canada

JOSEPH BOURQUE INVESTMENTS LTD. **Address**
 5708 176TH STREET
 SURREY BC
 V3S 4C8 Canada

AD PROLEM CAPITAL INVESTMENTS LTD. **Address**
 5708 176TH STREET
 SURREY BC
 V3S 4C8 Canada

ASMA, MICHAEL ROBERT **Address** **Birthdate**
 19277 - 72A AVENUE
 SURREY BC
 V4N 5Y3 Canada

TACHEJIAN, GEORGE **Address** **Birthdate**
 27126 35B AVENUE
 LANGLEY BC
 V4W 0C3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE ACCOUNTS AND DEBTS DUE FROM AND CLAIMS AGAINST JRG QUEENS LRS VENTURES LTD.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

GUILD YULE LLP

Address

2100 - 1075 WEST GEORGIA ST.
VANCOUVER BC
V6E 3C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 263588N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 24, 2021 at 10:47:09 am Pacific time
Current Expiry Date and Time:	September 24, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of July 12, 2023 at 1:03:16 pm Pacific time)

Secured Party Information

**BODKIN, A DIVISION OF
BENNINGTON FINANCIAL CORP.**

Address

102-1465 NORTH SERVICE RD E
OAKVILLE ON
L6H 1A7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Debtor Information

JRG LEDGEVIEW HOLDINGS LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

JOSEPH RICHARD INVESTMENTS LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

LEDGEVIEW GOLF COURSE

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

JOSEPH BOURQUE INVESTMENTS LTD.

Address

1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada

AD PROLEM CAPITAL INVESTMENTS LTD.

Address

1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada

JRG LEDGEVIEW HOLDINGS LTD.

Address

35997 MCKEE RD
ABBOTSFORD BC
V3G 2L6 Canada

JOSEPH RICHARD INVESTMENTS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

JRG LEDGEVIEW HOLDINGS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

PURSUANT TO LEASE AGREEMENT 50016529, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50016529 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ,COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE ,TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 METRO LOT OF DRY STORAGE SHELVING ONE 1 CUSTOM STAINLESS OVERSHELF ONE 1 HATCO RMB-70 REMOTE CONTROL ENCLOSURE ONE 1 DORMONT 1650BPQ2S24 GAS HOSE ONE 1 GARLAND (FRYMASTER) 8030170 FILTER PAPER THREE 3 CUSTOM STAINLESS HIGH LEVEL ,OVERSHELF ONE 1 STRUCTURAL CONCEPTS LED 3500K W/ FROST LENS ONE 1 CUSTOM STAINLESS COLUMN ONE 1 GLASTENDER CBA-36L-CP10 ICE BIN W/ BOTTLE WELLS ONE 1 EFI FREEZER SHELVING, LOT CONSISTING OF (4) EFI N-S2460EP 24X60 SHELVING, (16) EFI N-S2448EP 24X48 SHELVING, (20) EFI N-P74EP 74\ POST FOUR 4 GLASTENDER SSRC-12 SPEED RAIL LOCKING COVER ,ONE 1 METRO 2KR366MC KEG RACK TWO 2 CUSTOM STAINLESS CORNER GUARDS ONE 1 FISHER 13218 BACKSPLASH MOUNT FAUCET ONE 1 HATCO GRAHL-54 HEAT LAMP W/ EXTENDED LEADS ONE 1 GARLAND GIR36C SALAMANDER BROILER, GAS W/ WALL MOUNT KIT ONE 1 GARLAND (FRYMASTER) 8030002 FILTER POWDER ONE 1 CUSTOM STAINLESS SS WALL CLADDING ONE 1 STRUCTURAL ,CONCEPTS LOWER FRONT PANEL BLACK FOUR 4 GLASTENDER SSRC-24 RAIL LOCKING COVER ONE 1 CUSTOM STAINLESS BEVERAGE COUNTER CHASSIS ONE 1 EFI COOLER SHELVING LOT CONSISTING OF (12) EFI N-S2448EP 24X48 SHELVING, (8) EFI N-S2460EP 24 X 60 SHELVING, (20) EFI N-P74EP 74\ POST, (5) EFI CA5SBR SET OF 4 CASTERS ONE 1 GLASTENDER LDA-12S ,BOTTLE STORAGE UNIT ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER EIGHT 8 METRO 74PK4 74\ POSTS ONE 1 COMPONENT HARDWARE KE25-B131-CB1 HAND SINK ONE 1 HATCO HAL-54 HALOGEN BULBS ONE 1 GARLAND GTBG24-AR24 CHARBROILER, GAS COUNTERTOP ONE 1 GARLAND (FRYMASTER) 8236559 SPLASH SHIELD ONE 1 GARLAND C-START C START CLEANING KIT TWO ,2 SAN JAMAR C2410C18 DISPOSABLE CUP DISPENSER ONE 1 ADVANCE TABCO DI-1-5SP DROP IN HAND SINK ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE ONE 1 ROBOT COUPE R301 FOOD PROCESSOR ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE TWO 2 ALTO SHAAM 1000-UP HEATED HOLDING CABINET ONE 1 METRO STAFF SHELF W/ DIVIDERS ,ONE 1 METRO 2KR366MC KEG RACK ONE 1 CUSTOM STAINLESS CHEF COUNTER W/ DOUBLE PASS SHELF ONE 1 GARLAND 2670400 NAT. GAS REGULATOR ONE 1 HATCO TQ-400 CONVEYOR TOASTER ONE 1 BOBRICK B-4112 SOAP DISPENSER ONE 1 STRUCTURAL CONCEPTS NR3651RRSSV DISPLAY CASE ONE 1 GLASTENDER DBCB-36 DRAINBOARD ONE 1 FISHER 3111 DECK MOUNT FAUCET ,ONE 1 CUSTOM STAINLESS WASTE DEFLECTOR ONE 1 AMANA HDC182 MICROWAVE OVEN ONE 1 CUSTOM STAINLESS HAND SINK CHASSIS EIGHTEEN 18 HATCO IWRM-C1-1317-06 INDUCTION RANGE WARMER,



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

COUNTERTOP SIXTEEN 16 METRO DD14K4 SHELF DIVIDER ONE 1 CUSTOM STAINLESS 3 COMP
 ROLLED FRONT AND BACK W/ FLAT ENDS & SINK ONE 1 CUSTOM STAINLESS SALAD BOWL ,RINGS, 3
 TIER ONE 1 DORMONT 16125KIT2S48PS GAS HOSE ONE 1 GARLAND (FRYMASTER) PF50R PORTABLE
 OIL FILTER ONE 1 TRUE T-23F-2HC REACH IN FREEZER ONE 1 STRUCTURAL CONCEPTS PANEL
 EXTERIOR, LAMINATED ONE 1 GLASTENDER LDA-24S BOTTLE STORAGE UNIT ONE 1 EVERPURE
 EV9329-44 WATER FILTER ONE 1 CUSTOM STAINLESS OUTDOOR COOLING UNIT CAGE ONE ,1
 GLASTENDER MTS-14 UNDERBAR MIXOLOGY ONE 1 BOBRICK B-822 THROUGH COUNTER SOAP
 DISPENSER ONE 1 DELIVERY & SET-IN PLACE FOUR 4 METRO 1472NK4 4X72 SHELVES ONE 1 CUSTOM
 STAINLESS POLY MOUNTING BOARD TWO 2 SAN JAMAR CK6544A CHIT RAIL ONE 1 GARLAND C
 SINGLE CONVENTION OVEN BASE ONE 1 HATCO TQ-PWR-A AUTOMATIC POWER SAVE MODE ONE 1
 ,COMPONENT HARDWARE KE16-B131-CA1 HANDS FREE FAUCET ONE 1 STRUCTURAL CONCEPTS
 BREEZE E TYPE II SELF CONTAINED REFRIGERATION ONE 1 GLASTENDER IFC-24/24 UNDERBAR
 CORNER DRAINBOARD ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER ONE 1 CUSTOM STAINLESS
 CABINET LINER ONE 1 WARING WSB70 IMMERSION BLENDER ONE 1 GLASTENDER C1RL48 BACK BAR
 ,CABINET THREE 3 SPRING USA 2792-6EB HEAT LAMP EIGHT 8 METRO 2142NK4 21X42 SHELVING
 ONE 1 ANSUL K GUARD K CLASS FIRE EXTINGUISHER ONE 1 HATCO CLEAR ANONDIZED ALUMINUM
 HOUSING ONE 1 TRUE TRCB-48 REFRIGERATED EQUIPMENT BASE ONE 1 GARLAND (FRYMASTER)
 8030197 CLEAN OUT ROD ONE 1 GARLAND C4 ET 10.20ES COMBI OVEN, ELECTRIC ONE 1
 ,STRUCTURAL CONCEPTS 2\H FULL DEPTH DISPLAY RISERS ONE 1 CUSTOM STAINLESS DRAFT DRIP
 TRAY/DRINK RAIL ONE 1 GLASTENDER SR40-CUSTOM UNDERBAR SPEED RAIL ONE 1 EFI DRY GOODS
 SHELVING, LOT CONSISTING OF (4) EFI N-S2136EP 21X36 SHELVING, (4) EFI N-S2142EP 21X42
 SHELVING, (4) EFI N-S2436EP 24X36 SHELVING, (4) EFI N-S2448EP 24X48 SHELVING, (12) EFI N-
 S2160EP 21X60 SHELVING, (28) EFI N-P74EP 74\ POST ONE 1 GLASTENDER CBA-30R3-CP10 ICE BIN
 W/ BOTTLE WELLS ONE 1 CUSTOM STAINLESS POLY MOUNTING BOARD ONE 1 METRO SEC56CQ
 SECURE LINEN STORAGE ONE 1 NORBEC CUSTOM REFRIGERATION CONDENSING UNIT ONE 1 METRO
 WALL GRID PANEL CONSISTING OF (1) METRO WG1836K4 SMART WALL ,GRID, (6) METRO HK23C
 SMART WALL SNAP ON HOOK, (6) METRO HK25C SMART WALL SNAP ON HOOK, (1) METRO H210K4
 SMART WALL STORAGE BASKET ONE 1 GARLAND M45R HD RANGE 34\, 2 HOT TOPS ONE 1
 DORMONT 1675KIT2S48 GAS HOSE ONE 1 CUSTOM STAINLESS PREP COUNTER W/ HAND SINK ONE 1
 GARLAND 60264 CONVO VENT HOOD ONE 1 GLASTENDER MODULAR BAR DIE ONE ,1 ADVANCE
 TABCO K-08 LOW FLOW AERATOR ONE 1 GLASTENDER SWB-24R-C WASTE CABINET ONE 1 WARING
 CB15 FOOD BLENDER ONE 1 CUSTOM STAINLESS DRIP TRAY / DRINK RAIL TWO 2 ALTO SHAAM DC-
 2868 PLATE CARRIER -\C\ CARRIER TWO 2 METRO 24X60 QWIKSLOT WIRE SHELVES ONE 1 METRO
 COOLER SHELVING, LOT CONSISTING OF (4) METRO 1848NK4 18X48 WIRE ,SHELVING, (4) METRO
 1860NK4 18X60 WIRE SHELVING, (8) METRO 63PK4 63\ POSTS ONE 1 BEVERAGE AIR UCR27AHC
 UNDERCOUNTER REFRIGERATOR ONE 1 GARLAND M34LPBG LOW PROFILE BACKGUARD FOUR 4
 CUSTOM STAINLESS OVERSHELF ONE 1 BOBRICK B-526 TOWEL DISPENSER ONE 1 EVERPURE EV9797-
 50 COMBI OVEN WATER FILTER ONE 1 GLASTENDER PCB-24 UNDERBAR ,POS CABINET ONE 1
 ADVANCE TABCO 7-PS-14 P TRAP ONE 1 CUSTOM STAINLESS BAR TRAY STORAGE FOUR 4 CAMBRO
 IBS20148 INGREDIENT BIN ONE 1 EFI LOT OF MOBILE GLASS STORAGE INCLUDES (2) EFI 1830NK4
 18X30 SHELVING, (4) EFI 33UPK4 33\ POST, (1) EFI CA5SBR SET OF 4 CASTERS TWO 2 ALTO SHAAM
 DC-2869 PLATE CARRIER - \P\ CARRIER FOUR 4 METRO ,74PK4 74\ POSTS TWO 2 METRO CD3N

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

ENCLOSED BUN PAN CABINET ONE 1 CUSTOM STAINLESS DISH CABINET ONE 1 GARLAND CASTERS ONE 1 GARLAND (FRYMASTER) MJ250 GAS FRYER ONE 1 TRUE T-23-2-HC REACH IN REFRIGERATOR ONE 1 STRUCTURAL CONCEPTS EXTERIOR BLACK ONE 1 GLASTENDER MFT-20 UNDERBAR MIXOLOGY SINK UNIT ONE 1 BOBRICK B-822 ,COUNTER MOUNT SOAP DISPENSER TWO 2 CUSTOM STAINLESS OUTDOOR SERVER STATION ONE 1 GLASTENDER MODULAR BAR DIE ONE 1 NORBEC CUSTOM REFRIGERATION BACK BAR CONDENSING UNIT ONE 1 METRO WIRE SHELVING, LOT CONSISTING OF (4) METRO 2160NK4 21X60 SHELVING, (4) METRO 1848NK4 18X48 SHELVING, (8) METRO 74PK4 74\ POST ONE 1 NORBEC WALK IN COOLER ,ONE 1 CUSTOM STAINLESS SERVER COUNTER W/ SINK & OVERSHELVES ONE 1 HATCO ADJUSTABLE ANGLE BRACKET ONE 1 DORMONT 1675KIT2S48 GAS HOSE ONE 1 DORMONT 16100KIT2S48PS GAS HOSE ONE 1 GARLAND BB-TT DISAPPEARING DOOR ONE 1 GLASTENDER C1FB72-R BACK BAR CABINET ONE 1 ADVANCE TABCO K-520MIT DELETE FAUCET ONE 1 CUSTOM STAINLESS UNDERBAR ,WASTE BRIDGE ONE 1 GLOBE S13A FOOD SLICER, ELECTRIC ONE 1 GLASTENDER SR34 SPEED RAIL TWO 2 ALTO SHAAM 1000-BQ2/192 HEATED BANQUET CART ONE 1 PENCO STORAGE LOCKERS - LOT ONE 1 NORBEC CUSTOM REFRIGERATION EVAPORATOR ONE 1 FISHER 3114 DECK MOUNT FAUCET ONE 1 TRUE TSSU-60-16-ADA-HC SANDWICH / SALAD PREPARATION REFRIGERATOR ONE ,1 GARLAND GTGG24-GT24M GRIDDLE, GAS ONE 1 CUSTOM STAINLESS FRY BATTER RAIL ONE 1 GARLAND CST10CB-4 OVEN STAND ONE 1 GLASTENDER C1FB72G-R BACK BAR CABINET TWO 2 ADVANCE TABCO K-472 FAUCET HOLE REVISIONS ONE 1 CUSTOM STAINLESS OUTDOOR HOST STATION CHASSIS ONE 1 CUSTOM STAINLESS SLICER STAND ONE 1 CUSTOM STAINLESS UNDERBAR ,WORKBOARD / DRAIN ENCLOSURE BASE FOUR 4 ALTO SHAAM SPLIT DOOR OPTION

Original Registering Party

AVS SYSTEMS INC.

Address

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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:	September 29, 2021 at 1:06:30 pm Pacific time
Registration Number:	273796N
Description:	DELETE DEBTOR RYAN RICHARD MORENO (1268 216 ST) DELETE DEBTOR GEORGE TACHEJIAN (27126 35B AVE) DELETE DEBTOR ANDRE JOSEPH BOURQUE (8343 209A ST) DELETE DEBTOR CINDY DIANEMORENO (1268 216 ST) DELETE DEBTOR RYAN MORENO (1268 216 ST) DELETE DEBTOR ANDRE BOURQUE (8343 209A ST) DELETE DEBTOR CINDY MORENO (1268 216 ST)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

MORENO, RYAN RICHARD DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
TACHEJIAN, GEORGE DELETED	Address 27126 35B AVE LANGLEY BC V4W 0C3 Canada	Birthdate March 11, 1980
BOURQUE, ANDRE JOSEPH DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate October 11, 1978
MORENO, CINDY DIANE DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981
MORENO, RYAN DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
BOURQUE, ANDRE DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate November 10, 1976
MORENO, CINDY DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

AVS SYSTEMS INC.

Address

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

AMENDMENT

Registration Date and Time:

September 29, 2021 at 7:38:07 am Pacific time

Registration Number:

272657N

Description:

ADD DEBTOR RYAN MORENO (1268 216 ST) ADD DEBTOR
ANDRE BOURQUE (8343 209A ST) ADD DEBTOR CINDY
MORENO (1268 216 ST)

Debtor Information

MORENO, RYAN

ADDED

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

October 10, 1977

BOURQUE, ANDRE

ADDED

Address

8343 209A ST
LANGLEY BC
V2Y 0A5 Canada

Birthdate

November 10,
1976

MORENO, CINDY

ADDED

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

January 9, 1981

Registering Party Information

AVS SYSTEMS INC.

Address

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



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11th day of ~~July~~, 2022

AMONG: *August*

ANDRE BOURQUE ("Creditor")
- and -

1164312 B.C. LTD.
JRG CLOVERDALE HOLDINGS LTD. (collectively, the "Corporation")
- and -

CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the

Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

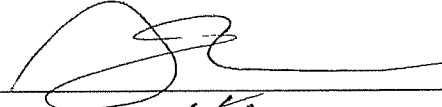
The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 11th day of August, 2022

CREDITOR:

ANDRE BOURQUE

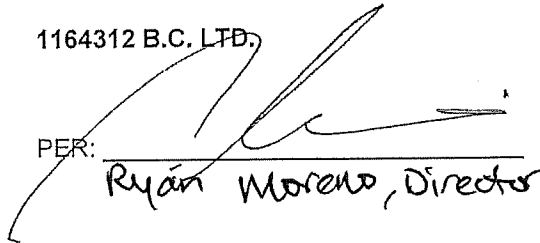
PER: 

WITNESS
NAME:


Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

CORPORATION:

1164312 B.C. LTD.

PER: 
_____ **Ryan Moreno, Director**

JRG CLOVERDALE HOLDINGS LTD.

PER: 
_____ **Ryan Moreno, Director**



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11 day of August, 2022

AMONG:

Each of the following persons (each a "Creditor")

JOSEPH RICHARD INVESTMENTS LTD.
 EDITH & ARTHUR PUBLIC HOUSE LTD.
 JRG CLOVERDALE VENTURES LTD.
 LIVELYHOOD PUBLIC HOUSE LTD.
 MICKY'S INVESTMENTS (COQUITLAM) LTD.
 OAK & THORNE PUBLIC HOUSE LTD.
 S&L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.
 S&L KITCHEN & BAR HOLDINGS LANGLEY LTD.
 S&L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.
 STEVESTON HOSPITALITY SERVICES LTD.
 SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.
 THE PHAT BIRD PUBLIC HOUSE LTD.
 THE ITALIAN OSTERIA AND CHEESE BAR LTD.
 THE STUDY PUBLIC HOUSE LTD.
 TOWNHALL HOLDINGS LTD.
 TOWNHALL HOLDINGS (CHILLIWACK) LTD.
 TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.
 TOWNHALL HOLDINGS (SOUTH SURREY) LTD.
 JOSEPH RICHARD IP HOLDINGS LTD.
 JOSEPH RICHARD MANAGEMENT LTD.
 TOWNHALL HOLDINGS (ABBOTSFORD) LTD.
 JRG FOODHALL (VANCOUVER) VENTURES LTD.
 AD PROLEM CAPITAL INVESTMENTS LTD.
 JOSEPH BOURQUE INVESTMENTS LTD.
 JOSEPH RICHARD HOSPITALITY GROUP LTD.

- and -

JRG CLOVERDALE HOLDINGS LTD.
 1164312 B.C LTD.

(collectively, the "Corporation")

- and -

CANADIAN WESTERN BANK ("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereto. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

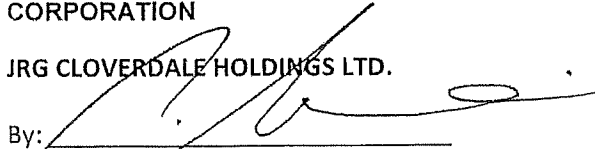
This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF each Creditor and Corporation have executed this agreement this 11th day of August, 2022.


(signature page follows)

CORPORATION

JRG CLOVERDALE HOLDINGS LTD.


By: 
 Name: Ryan Moreno
 Title: Director

1164312 B.C. LTD.

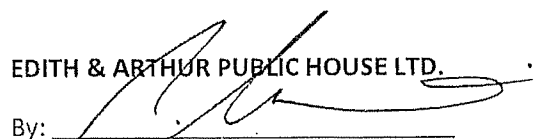
By: 
 Name: Ryan Moreno
 Title: Director

CREDITOR

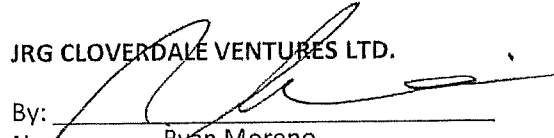
JOSEPH RICHARD INVESTMENTS LTD

By: 
 Name: Ryan Moreno
 Title: Director

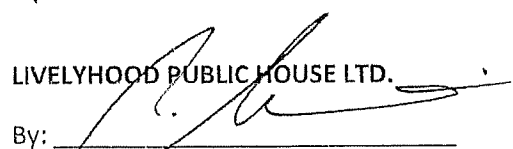
EDITH & ARTHUR PUBLIC HOUSE LTD.

By: 
 Name: Ryan Moreno
 Title: Director

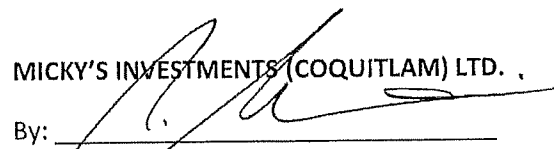
JRG CLOVERDALE VENTURES LTD.

By: 
 Name: Ryan Moreno
 Title: Director

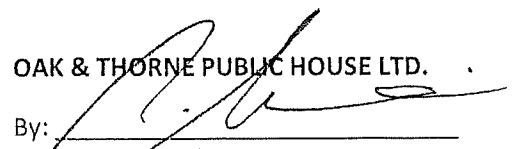
LIVELYHOOD PUBLIC HOUSE LTD.

By: 
 Name: Ryan Moreno
 Title: Director

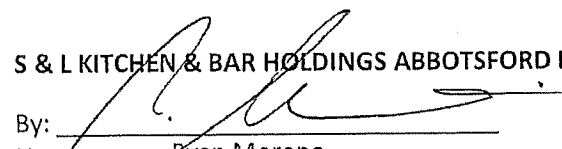
MICKY'S INVESTMENTS (COQUITLAM) LTD.

By: 
 Name: Ryan Moreno
 Title: Director


OAK & THORNE PUBLIC HOUSE LTD.

By: 
 Name: Ryan Moreno
 Title: Director

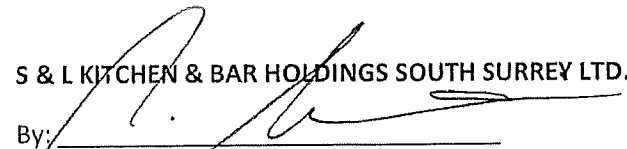
S & L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.

By: 
 Name: Ryan Moreno
 Title: Director

S & L KITCHEN & BAR HOLDINGS LANGLEY LTD.

By: 
 Name: Ryan Moreno
 Title: Director

S & L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.

By: 
 Name: Ryan Moreno
 Title: Director

STEVESTON HOSPITALITY SERVICES LTD.

By: see counterpart
Name: George Tachejian
Title:

SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE PHAT BIRD PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE ITALIAN OSTERIA AND CHEESE BAR LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

THE STUDY PUBLIC HOUSE LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (CHILLIWACK) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (SOUTH SURREY) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JOSEPH RICHARD IP HOLDINGS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JOSEPH RICHARD MANAGEMENT LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

TOWNHALL HOLDINGS (ABBOTSFORD) LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

JRG FOODHALL (VANCOUVER) VENTURES LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

AD PROLEM CAPITAL INVESTMENTS LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director


JOSEPH BOURQUE INVESTMENTS LTD.

By: [Signature]
Name: Andre Bourque
Title: Director

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: [Signature]
Name: Ryan Moreno
Title: Director

STEVESTON HOSPITALITY SERVICES LTD.

By: 
Name: George Tachejian
Title:

SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.

By: _____
Name:
Title:

THE PHAT BIRD PUBLIC HOUSE LTD.

By: _____
Name:
Title:

THE ITALIAN OSTERIA AND CHEESE BAR LTD.

By: _____
Name:
Title:

THE STUDY PUBLIC HOUSE LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (CHILLIWACK) LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (SOUTH SURREY) LTD.

By: _____
Name:
Title:

JOSEPH RICHARD JP HOLDINGS LTD.

By: _____
Name:
Title:

JOSEPH RICHARD MANAGEMENT LTD.

By: _____
Name:
Title:

TOWNHALL HOLDINGS (ABBOTSFORD) LTD.

By: _____
Name:
Title:

JRG FOODHALL (VANCOUVER) VENTURES LTD.

By: _____
Name:
Title:

AD PROLEM CAPITAL INVESTMENTS LTD.

By: _____
Name:
Title:

JOSEPH BOURQUE INVESTMENTS LTD.

By: _____
Name:
Title:

JOSEPH RICHARD HOSPITALITY GROUP LTD.

By: _____
Name:
Title:



ASSIGNMENT AND POSTPONEMENT OF CREDITOR'S CLAIMS

THIS AGREEMENT made this 11th day of August, 2022

AMONG:

RYAN MORENO	("Creditor")
- and -	
1164312 B.C. LTD.	
JRG CLOVERDALE HOLDINGS LTD.	(collectively, the "Corporation")
- and -	
CANADIAN WESTERN BANK	("Bank")

WHEREAS the Corporation has a banking relationship with the Bank and desires to continue the said relationship and to have such accommodation from time to time as the Bank may furnish it;

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Corporation in carrying on its business and the Corporation is or may become indebted to the Creditor;

NOW THEREFORE in consideration of the Bank continuing the banking relationship with the Corporation for such time as the Bank sees fit and of such banking accommodation as the Bank may from time to time furnish to the Corporation, the Creditor agrees to postpone and hereby postpones the payment of any and all amounts which the Corporation may owe to the Creditor from time to time and at any time, until the Bank's claim against the Corporation has been paid in full, and in order to give effect to this agreement the Creditor hereby grants a security interest in and assigns and transfers unto the Bank, by way of security for the present and future indebtedness of the Corporation to the Bank, all indebtedness, (including all monies and other proceeds represented thereby or realized therefrom) both present and future, of the Corporation to the Creditor, and the Creditor does hereby agree that the Bank shall be subrogated to all of the Creditor's rights in respect thereof. The Creditor represents and warrants that the existing indebtedness of the Corporation to the Creditor is not subject to any set-off or counterclaim and has not been assigned, pledged, or hypothecated by the Creditor.

The Corporation acknowledges the within assignment and agrees that any present or future indebtedness of any nature or kind of the Corporation to the Creditor will not, without the consent of the Bank, be made the subject of any set-off or counterclaim by the Corporation. The Corporation and the Creditor represent to the Bank that the Creditor holds no security for any present or future indebtedness of any nature or kind of the Corporation to the Creditor, nor does it hold any negotiable paper for or other evidence of any such indebtedness other than that delivered to the Bank herewith. The Corporation and the Creditor hereby agree with the Bank that no satisfaction, consideration or security will be given to or accepted by the Creditor for any debt, liability or obligation, present or future, owing by the Corporation to the Creditor without the prior written consent of the Bank.

The Bank shall not in any event be bound to demand payment of the said claims or any part thereof or take any proceeding to collect any indebtedness of the Corporation to the Creditor or to enforce any security in respect thereof except as the Bank may at its own discretion deem fit.

The Creditor and the Corporation shall each, at any time and from time to time at the request of the Bank, make, execute and deliver all statements of claim, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Bank under this agreement.

In the event of the bankruptcy or winding up of the Corporation or any distribution of the assets or any of the assets of the Corporation or proceeds thereof among its creditors in any manner whatsoever the Bank may prove in respect of the said sums hereby assigned as a debt owing to it by the Corporation and the Bank shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Corporation's then indebtedness to the

Bank as the Bank shall see fit until the whole of such indebtedness has been paid in full and thereafter the Creditor shall be entitled to such dividends.

Upon payment in full of the Corporation's indebtedness to the Bank secured by the assignment herein contained and of all bills, notes and other instruments representing the same, the Bank will release to the Creditor all the Bank's claim under this agreement in respect of the claims hereby assigned to it.

It is declared and agreed that the Bank shall not be bound to continue its banking relationship with the Corporation longer than it thinks proper or to make advances or give accommodation to the Corporation to any greater extent than it shall from time to time think proper.

This agreement is in addition to and without prejudice to any other securities, agreements or documents of any kind now or hereafter held by the Bank.

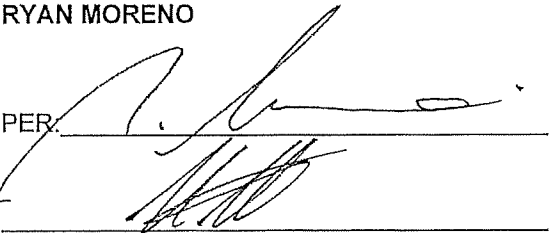
The Creditor and Corporation waive execution by the Bank of this agreement. The Creditor hereby acknowledges receiving a copy of this agreement and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

This agreement shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Creditor and Corporation have executed this agreement this 11th day of August, 2022.

CREDITOR:

RYAN MORENO

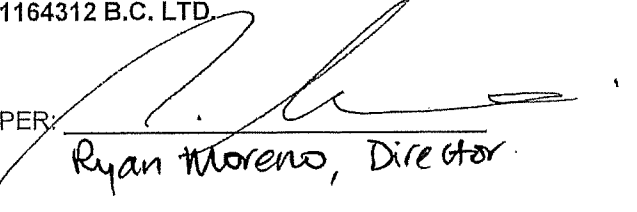
PER: 

WITNESS
NAME:

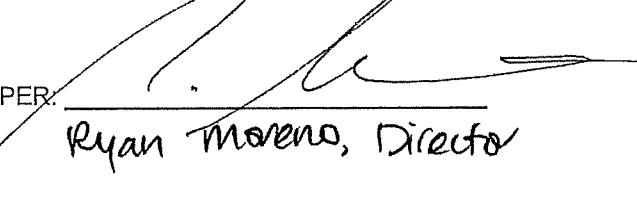
Mandeep S. Minhas
Barrister & Solicitor
HAMILTON DUNCAN ARMSTRONG
+ STEWART LAW CORPORATION
#1450 - 13401 108th Avenue,
Surrey, BC V3T 5T3

CORPORATION:

1164312 B.C. LTD.

PER: 
Ryan Moreno, Director

JRG CLOVERDALE HOLDINGS LTD.

PER: 
Ryan Moreno, Director

ASSIGNMENT OF MATERIAL AGREEMENTS

THIS AGREEMENT made as of the 11 of ~~July~~, 2022.

BETWEEN:

August

1164312 B.C. LTD.

and

JEG CLOVERDALE HOLDINGS LTD.

(each an "Assignor" and together, the "Assignors")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK

(the "Lender")

OF THE SECOND PART

WHEREAS:

A. Each Assignor is the beneficial and registered owner of the certain Lands, as more fully described in Schedule "A" attached hereto.

B. The Assignors have applied for and the Lender has agreed to advance a loan on the terms and conditions set out in the loan agreement dated as of the 11th day of ~~July~~ 2022 (the "Loan Agreement") issued by the Lender in favour of the Assignor; August

C. The aforesaid loan is secured by documents described in the Loan Agreement, including a Charge/Mortgage of the Lands in the principal amount of TWENTY-ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$21,600,000) (the "Charge") creating a fixed charge on the Lands; and

D. It is a condition of the Loan Agreement that the Assignors execute and deliver this Agreement to the Lender.

NOW THEREFORE:

In consideration of these presents and the sum of two (\$2.00) Dollars paid by the Lender to the Assignors, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree each with the others as follows:

ARTICLE 1- INTERPRETATION

1.1 **Definitions:** In this Agreement, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specified or requires, the following terms shall have the meanings herein specified:

- (a) "Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions means or refer to this agreement as amended from time to time and any agreement or instrument supplemental or ancillary hereto or in implementation hereof and the expressions "Article", "Section", "Subsection", "Paragraph" and "Subparagraph" followed by a number or letter mean and refer to the specified Article, Section, Subsection, Paragraph or Subparagraph of this Agreement;
- (b) "Lands" means the lands and premises as more particularly described in Schedule "A" attached hereto.
- (c) "Material Agreements" means collectively all agreements, licenses, contracts, and other instruments relating to the management and operation of a hotel on the Lands including, without limitation, all services contracts for the Lands entered into or in effect from time to time;

- 2 -

- (d) "Person" means an individual, partnership, corporation, trust or unincorporated organization and includes a government or agency or political subdivision thereof;
- (e) "Security" has the meaning scribed to such term in Section 5.1 hereof.

1.2 Interpretation Not Affected by Headings, Etc.: Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Severability: If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.5 Binding on Successors, Etc.: This Agreement and everything herein contained shall enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Assignors and each of its respective successors and assigns.

1.6 Capitalized Terms: Unless otherwise indicated, the capitalized terms used in this Agreement but not specifically defined, shall have the same meanings as are ascribed to such terms in the Loan Agreement.

ARTICLE 2 - ASSIGNMENT, ETC.

2.1 Assignment: Upon and subject to the terms, conditions and provisions herein contained, each Assignor hereby unconditionally and irrevocably, assigns, transfers and sets over to and in favour of the Lender as and by way of a fixed and specific assignment, all of its right, title, estate and interest in, to, under and in respect of the Material Agreements, and each of them, and all benefit, power and advantage of each Assignor to be derived therefrom and all covenants, obligations, agreements, and undertakings of the parties thereunder and otherwise to enforce the rights of each Assignor thereunder in the name of each Assignor to be held by the Lender as additional security for the due payment of all monies due to the Lender under the Loan Agreement and the Charge and the due performance of each Assignor's obligations under the Loan Agreement and the Charge.

2.2 Performance of Obligations: The Assignors covenants to observe and perform or cause to be observed and performed, as and when required, all of its' covenants, obligations, agreements and undertakings under all and each of the Material Agreements and will use its' reasonable and best efforts to cause the other parties to each Material Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.3 No Liability: Nothing herein contained shall render the Lender liable to any person for the fulfilment or nonfulfilment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of Assignors under any Material Agreement and the Assignors hereby indemnify and agree to save and hold harmless the Lender from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any person arising directly or indirectly from or out of the Material Agreements except for those claims, demands, actions, causes of action, losses, suits, damages and costs resulting from the Lender's negligence or wilful misconduct.

2.4 Service, Registration: Upon and during the continuance of an Event of Default (as defined in the Loan Agreement), the Lender shall have the right to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Agreements. The Lender shall also have the right at any time and without notice to the Assignors to cause the present

- 3 -

Agreement or notice thereof to be registered or filed in any place or office where the Lender or its counsel deem advisable or necessary.

2.5 Attorney of the Assignors: The Lender, as attorney or agent of the Assignors and in its name, may, at any time and from time to time after the occurrence of an Event of Default, exercise any of the rights, powers, authority and discretion which under the terms of any Material Agreement could be exercised by the Assignors with respect to such Material Agreement.

2.6 Performance until Default: Until an Event of Default shall have occurred, the Assignors shall be entitled to deal with the Material Agreements and enforce all of the benefits, advantages and powers thereunder as though this Agreement had not been made. Upon the occurrence of an Event of Default, the Lender, may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignors in respect of the Material Agreements in its place and stead, all of which is hereby consented to by the Assignors. The Lender, or any other party as directed by the Lender, shall have the right to elect to be bound by any Material Agreement or Material Agreements at any time after the occurrence of an Event of Default.

2.7 Copies: The Assignors will, forthwith after receipt of same, furnish to the Lender a copy of any notice, demand, claim or request given or required to be given to any other party or parties to any Material Agreement or received by the Assignors from any such party relating to any Material Agreement and shall, forthwith after execution thereof, deliver to the Lender a true copy of any Material Agreement entered into from time to time.

2.8 Bona Fides: The Assignors shall not execute or enter into any Material Agreement unless such Material Agreement is entered into in accordance with good business practice, is at arm's length or made on an arm's length basis and in good faith and is in the best interests of the Lands and is made on such terms as a prudent owner of comparable property would accept in the circumstances having regard to all relevant factors.

2.9 Consents: Each Assignor represents and warrants to the Lender that none of the Material Agreements in existence on the date hereof (excluding service contracts) are incapable of assignment to the Lender in accordance with the provisions of this Agreement nor are any of the Material Agreements incapable of further assignment by the Lender or by any receiver or receiver and manager after an Event of Default, nor is the consent of any third party required for any such assignment, and each Assignor covenants and agrees with the Lender that, without the prior consent in writing of the Lender, no Material Agreements will be hereafter entered into by any Assignor which is not assignable or which is incapable of further assignment by the Lender or any receiver or receiver and manager after an Event of Default or which requires the consent of any third party to any such assignment. Notwithstanding the foregoing, at the request of the Lender at any time or from time to time the Assignors will cause any other party or all parties to an Material Agreement to consent to and acknowledge any or all of the rights of the Lender in and to such Material Agreements by virtue of this Agreement, in such form or forms as the Lender may reasonably require.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

3.1 Representations: Each Assignor hereby represents and warrants to the Lender that:

- (a) it has not assigned, set over, transferred or granted a security interest in any of the Material Agreements or its rights thereunder other than to the Lender;
- (b) it has not performed any act or executed any other instrument which might prevent the Lender from operating under any of the terms and conditions of this Agreement or which would limit the Lender in any such operation except as aforesaid;
- (c) the Material Agreement, if any, is in full force and effect and unamended and there is no default existing thereunder by each of the Assignor, or to the best of the Assignor's knowledge, after having made due enquiry, by the other parties thereto;
- (d) there is no pending or threatened litigation, action, claim or fact known to each Assignor, and not disclosed to the Lender in writing which adversely affects or

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could so affect any Material Agreement or the rights of the Lender thereunder; and

- (e) it has good right, full power and absolute authority to enter into, execute and perform this Agreement.

3.2 Covenants: Each Assignor hereby covenants and agrees with the Lender that:

- (a) it shall not, nor shall it agree to, without the prior consent of the Lender which consent may not be arbitrarily withheld or delayed, terminate, forfeit, cancel, alter, amend or modify any Material Agreement in a manner which would adversely affect the interest of the Lender hereunder, nor shall it waive or agree to waive any failure of any party thereto to perform any obligation thereunder, or suffer or permit anything allowing any party thereto to terminate any Material Agreement, or consent to any assignment thereof by any party thereto, unless such termination, forfeiture, cancellation, alteration, amendment, modification, waiver or consent, as the case may be, is in accordance with good business practice, is made in good faith and is in the best interest of the Lands and is made on such terms as a prudent owner of comparable property would accept in the circumstances having regard to all relevant factors;
- (b) it shall not sell, dispose, assign, charge, mortgage, set over, pledge, hypothecate or otherwise transfer all or part of any of the Material Agreements other than to the Lender nor shall it perform any act or execute any other instrument which might prevent the Lender from operating under any of the terms and conditions of this Agreement or which would limit the Lender in any such operation;
- (c) it shall from time to time and at all times hereafter upon written request so to do, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be desirable in the opinion of the Lender or its counsel, for more effectually implementing and carrying out the true intent and meaning of this Agreement;
- (d) if so required, it will execute and deliver to the Lender specific assignments, in form satisfactory to the Lender and its counsel, to the Lender of its right, title, interest and benefit in and under specific Material Agreements; and
- (e) it shall notify the Lender immediately upon becoming aware of any material default, claim or litigation in respect to any Material Agreement.

ARTICLE 4 - DEFAULT

4.1 Rights of Lender Upon Default: Whenever an Event of Default has occurred, without limiting the rights of the Lender under or pursuant to this Agreement, the Loan Agreement, the Charge or otherwise provided by law, the Lender shall be entitled to enter into possession of the Lands or any part or parts thereof and appoint its agents to manage the Lands and pay such agents' charges for their services and charge the same to the account of the Assignors, and the Lender and any agents so appointed by the Lender shall have the authority:

- (a) in the name of the Assignors, to renew, amend or otherwise deal with any Material Agreement, or make other agreements in respect of the Lands or any part or parts thereof for such consideration and on such terms as it may deem appropriate;
- (b) in the name of the Assignors, to perform, at the Assignors' expense any and all obligations or covenants of each Assignor under the Material Agreements and the other parties to the Material Agreement of their obligations, covenants and agreements thereunder; and
- (c) to manage generally the Lands and deal with the Material Agreements to the same extent as the Assignors could do,

the whole without any liability or responsibility of any kind on the part of the Lender or its agents other than for the gross negligence or willful misconduct of the Lender or its agents.

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4.2 Exercise of Powers: Where any discretionary powers hereunder are vested in the Lender or its agents, the same may be exercised by an officer, investment manager or manager of the Lender or its appointed agents, as the case may be.

4.3 Notice: The Lender shall give the Assignors reasonable notice of the exercise of its remedies under this Agreement.

ARTICLE 5 - GENERAL

5.1 No Release: This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignors or the other parties to the Material Agreements thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Loan Agreement, the Charge or any of the other security to be provided by the Assignors to the Lender pursuant to the terms of the Loan Agreement (the "Security");
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Loan Agreement, the Charge or the Security;
- (c) any waiver, consent, extension, indulgence or other action, inaction or admission under or in respect of this Agreement, the Loan Agreement, the Charge or the Security;
- (d) any default by any Assignor under, or any invalidity or unenforceability of, or any limitation of the liability of any Assignor or on the method or terms of payment under, or any irregularity or other defect in the Loan Agreement, the Charge or the Security;
- (e) any merger, consolidation or amalgamation of any Assignor into or with any other person; or
- (f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignors.

5.2 Termination of this Agreement: The Lender covenants and agrees with the Assignors that, upon payment in full of all amounts owing under or pursuant to the Loan Agreement, the Charge or the Security, this Agreement shall be and become fully terminated and all right, title and interest in and with respect to all the Material Agreements assigned, transferred and set over by the Assignors hereunder shall revert to the Assignors and all covenants and agreements of the Assignors hereunder shall be at an end and the Lender shall, upon the written request of the Assignors and at the expense of the Assignors, execute such discharges, re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

5.3 No Partnership: Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignors and the Lender, it being understood and agreed that none of the provisions herein contained or any acts of the Lender or of the Assignors, shall be deemed to create any relationship between the Lender and the Assignors other than the relationship of assignee and assignor.

5.4 Rights and Remedies are Cumulative: The rights or remedies given to the Lender hereunder shall be cumulative of and not substituted for any rights or remedies to which the Lender may be entitled under the Loan Agreement (unless the rights or remedies hereunder conflict with those contained in the Loan Agreement in which case the provisions of the Loan Agreement will govern), the Charge or the Security or at law and may be exercised whether or not the Lender has pursued or is then pursuing any other such rights and remedies.

5.5 Time of Essence: Time shall be of the essence of this Agreement.

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5.6 Notices: Any notice to be made or given in connection with this Agreement shall be in writing and shall be made or be given in accordance with the provisions of the Loan Agreement.

5.7 Waiver: No consent or waiver, express or implied, by the Lender to or of any breach or default by the Assignors in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignors hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Assignors, or to declare any Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder.

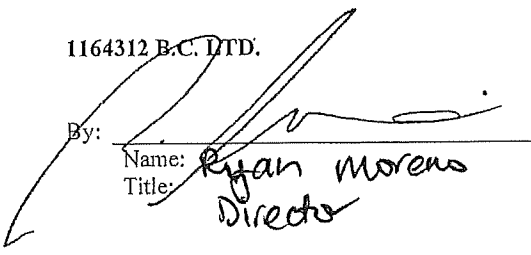
5.8 Amendments: This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.9 Continuing Security: This Agreement and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Agreement as provided in Section 5.2 hereof.

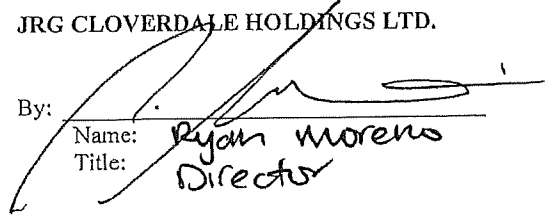
5.10 After Acquired Property: The Assignors hereby covenant and agree that if and to the extent that its right, title and interest in any Material Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Lender hereby created shall attach to any such Material Agreement at the same time as the Assignors acquire right therein, without the necessity of any further assignment or other assurance.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of date first above written.

1164312 B.C. LTD.
By: 
Name: Ryan Morens
Title: Director

I have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.
By: 
Name: Ryan Morens
Title: Director

I have authority to bind the corporation.

SCHEDULE "A"

<u>Municipal address</u>	<u>Legal Description</u>	<u>Owner</u>
5708 176 TH Street, Surrey, BC,	Section 8, Township 8, Plan, NWP53379 NWD PARCEL E PID:001-592-602 Section 8, Township 8, Plan, NWP53379 NWD PARCEL G, EXCEPT PLAN PT SUB'D BY PL BCP27714 PID:001-592-599	JRG Cloverdale Holdings Ltd.
4-19040 Lougheed Highway, Pitt Meadows, BC	<p>Strata lot 7, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-464</p> <p>Strata lot 8, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-472</p> <p>Strata lot 9, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-481</p> <p>Strata lot 10, Block 6N, Plan LMS 148 Section 25 Range 1E Meridian Land District 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATE LOT AS SHOWN ON FORM V PID: 023-107-499</p>	1164312 BC Ltd.

COST OVERRUN UNDERTAKING

TO: CANADIAN WESTERN BANK (the "Lender")

RE: Loan to JRG CLOVERDALE HOLDINGS LTD. and 1164312 B.C. LTD. (collectively, the "Borrower") pursuant to the EQUIPMENT LOAN AND SECURITY AGREEMENT dated August 11, 2022 (as same may be amended, modified, supplemented, replaced or restated from time to time the "Loan Agreement")

AND RE: Construction and renovation projects contemplated by the Loan Agreement (the "Project")

WHEREAS the undersigned are parties to the Loan Agreement wherein the Lender has agreed to provide credit facilities to the Borrower on the terms and conditions as provided for in the Loan Agreement;

AND WHEREAS in entering into the Loan Agreement and in advancing funds thereunder the Lender is specifically relying upon the undertakings given by the undersigned as set forth herein.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned and in consideration of the Lender advancing funds under the Loan Agreement, the undersigned jointly and severally undertake and agree with the Lender as follows:

1. that they will, forthwith upon demand by the Lender, fund from their own resources any cost overruns incurred in respect of the Project so that there will, at all times, remain sufficient funds under the credit facilities established under the Loan Agreement to fund all Project costs, including holdbacks and payables, remaining to be paid in accordance with the Project budget as approved by the Lender, as amended from time to time; and
2. that they will proceed diligently, continuously as practical in accordance to the projected schedule, approved by the Lender in accordance with the Loan Agreement and not abandon the Project.

The obligations of the undersigned hereunder shall be continuing obligations in favour of the Lender which shall not cease by reason of a demand being made on the undersigned by the Lender hereunder and the Lender shall be entitled to demand and re-demand payment by the undersigned under the terms hereof from time to time and at any time.

The undersigned agree that this Undertaking shall remain in full force and effect until any and all obligations of the undersigned to the Lender under the Loan advanced under the Loan Agreement have been satisfied in full and until a certificate of occupancy has been issued, confirmation that no liens are outstanding and all construction costs have been paid, satisfactory to Lender.

This Undertaking shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors (by amalgamation, reorganization or otherwise) and permitted assigns.

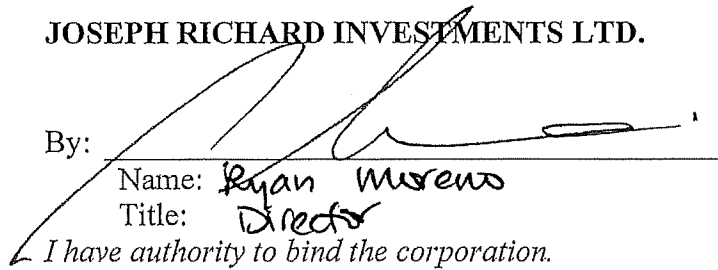
This Undertaking shall be governed under the laws of the Province of British Columbia and the laws of Canada applicable therein.

In the case of any conflict between the provisions of this Undertaking and the provisions of any other Documents (as defined in the Loan Agreement) pertaining to cost overruns, the provisions of this Undertaking shall control and prevail.

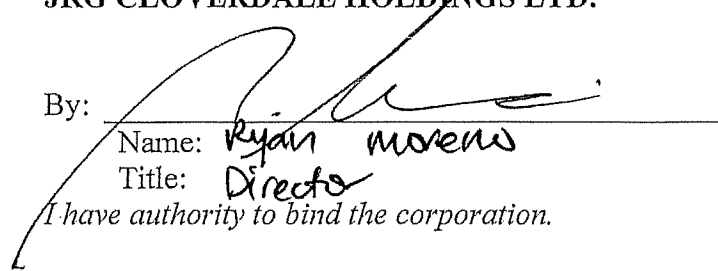
The parties hereto have expressly required that this Undertaking and all documents, agreements and notices related thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent engagement et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

IN WITNESS WHEREOF the parties hereto have caused this Undertaking to be executed and delivered as of this 11th day of August, 2022.

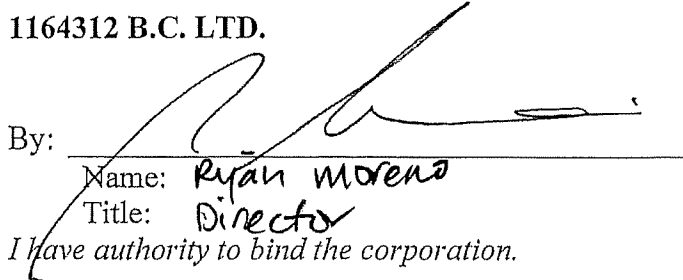
JOSEPH RICHARD INVESTMENTS LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

JRG CLOVERDALE HOLDINGS LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.

1164312 B.C. LTD.

By: 
Name: Ryan Moreno
Title: Director
I have authority to bind the corporation.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "EDITH & ARTHUR PUBLIC HOUSE LTD."

Search Date and Time: June 1, 2023 at 1:43:02 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	916174K	July 24, 2018	* EDITH & ARTHUR PUBLIC HOUSE LTD.	<u>2</u>

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 916174K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 24, 2018 at 4:35:46 pm Pacific time
Current Expiry Date and Time: July 24, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:43:02 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**EDITH & ARTHUR PUBLIC HOUSE
LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:13:41 am Pacific time
Registration Number: 801753N
Registration Life: 5 Years
New Expiration Date and Time: July 24, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JOSEPH BOURQUE INVESTMENTS LTD."

Search Date and Time: July 12, 2023 at 1:04:47 pm Pacific time
 Account Name: FARRIS LLP
 Folio Number: 50901-0001-0000

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Exact Matches: 2 (*)

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2	263588N	September 24, 2021	* JOSEPH BOURQUE INVESTMENTS LTD.	5

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 140919N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 28, 2021 at 11:17:57 am Pacific time
Current Expiry Date and Time: July 28, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:04:47 pm Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

SUITE 2200 - 4720 KINGSWAY
BURNABY BC
V5H 4N2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

JRG QUEENS LRS VENTURES LTD.

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

JOSEPH BOURQUE INVESTMENTS LTD.

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

AD PROLEM CAPITAL INVESTMENTS LTD.

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

ASMA, MICHAEL ROBERT

Address

19277 - 72A AVENUE
SURREY BC
V4N 5Y3 Canada

Birthdate

TACHEJIAN, GEORGE

Address

27126 35B AVENUE
LANGLEY BC
V4W 0C3 Canada

Birthdate

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE ACCOUNTS AND DEBTS DUE FROM AND CLAIMS AGAINST JRG QUEENS LRS VENTURES LTD.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

GUILD YULE LLP

Address

2100 - 1075 WEST GEORGIA ST.
VANCOUVER BC
V6E 3C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 263588N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 24, 2021 at 10:47:09 am Pacific time
Current Expiry Date and Time:	September 24, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:04:47 pm Pacific time)

Secured Party Information

**BODKIN, A DIVISION OF
BENNINGTON FINANCIAL CORP.**

Address

102-1465 NORTH SERVICE RD E
OAKVILLE ON
L6H 1A7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information**JRG LEDGEVIEW HOLDINGS LTD.****Address**5708 176 ST
SURREY BC
V3S 4C8 Canada**JOSEPH RICHARD INVESTMENTS
LTD.****Address**5708 176 ST
SURREY BC
V3S 4C8 Canada**LEDGEVIEW GOLF COURSE****Address**5708 176 ST
SURREY BC
V3S 4C8 Canada**JOSEPH BOURQUE INVESTMENTS
LTD.****Address**1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada**AD PROLEM CAPITAL
INVESTMENTS LTD.****Address**1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada**JRG LEDGEVIEW HOLDINGS LTD.****Address**35997 MCKEE RD
ABBOSTFORD BC
V3G 2L6 Canada**JOSEPH RICHARD INVESTMENTS
LTD.****Address**1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

JRG LEDGEVIEW HOLDINGS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

PURSUANT TO LEASE AGREEMENT 50016529, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50016529 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ,COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE ,TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 METRO LOT OF DRY STORAGE SHELVING ONE 1 CUSTOM STAINLESS OVERSHELF ONE 1 HATCO RMB-70 REMOTE CONTROL ENCLOSURE ONE 1 DORMONT 1650BPQ2S24 GAS HOSE ONE 1 GARLAND (FRYMASTER) 8030170 FILTER PAPER THREE 3 CUSTOM STAINLESS HIGH LEVEL ,OVERSHELF ONE 1 STRUCTURAL CONCEPTS LED 3500K W/ FROST LENS ONE 1 CUSTOM STAINLESS COLUMN ONE 1 GLASTENDER CBA-36L-CP10 ICE BIN W/ BOTTLE WELLS ONE 1 EFI FREEZER SHELVING, LOT CONSISTING OF (4) EFI N-S2460EP 24X60 SHELVING, (16) EFI N-S2448EP 24X48 SHELVING, (20) EFI N-P74EP 74\ POST FOUR 4 GLASTENDER SSRC-12 SPEED RAIL LOCKING COVER ,ONE 1 METRO 2KR366MC KEG RACK TWO 2 CUSTOM STAINLESS CORNER GUARDS ONE 1 FISHER 13218 BACKSPLASH MOUNT FAUCET ONE 1 HATCO GRAHL-54 HEAT LAMP W/ EXTENDED LEADS ONE 1 GARLAND GIR36C SALAMANDER BROILER, GAS W/ WALL MOUNT KIT ONE 1 GARLAND (FRYMASTER) 8030002 FILTER POWDER ONE 1 CUSTOM STAINLESS SS WALL CLADDING ONE 1 STRUCTURAL ,CONCEPTS LOWER FRONT PANEL BLACK FOUR 4 GLASTENDER SSRC-24 RAIL LOCKING COVER ONE 1 CUSTOM STAINLESS BEVERAGE COUNTER CHASSIS ONE 1 EFI COOLER SHELVING LOT CONSISTING OF (12) EFI N-S2448EP 24X48 SHELVING, (8) EFI N-S2460EP 24 X 60 SHELVING, (20) EFI N-P74EP 74\ POST, (5) EFI CA5SBR SET OF 4 CASTERS ONE 1 GLASTENDER LDA-12S ,BOTTLE STORAGE UNIT ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER EIGHT 8 METRO 74PK4 74\ POSTS ONE 1 COMPONENT HARDWARE KE25-B131-CB1 HAND SINK ONE 1 HATCO HAL-54 HALOGEN BULBS ONE 1 GARLAND GTBG24-AR24 CHARBROILER, GAS COUNTERTOP ONE 1 GARLAND (FRYMASTER) 8236559 SPLASH SHIELD ONE 1 GARLAND C-START C START CLEANING KIT TWO ,2 SAN JAMAR C2410C18 DISPOSABLE CUP DISPENSER ONE 1 ADVANCE TABCO DI-1-5SP DROP IN HAND SINK ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE ONE 1 ROBOT COUPE R301 FOOD PROCESSOR ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE TWO 2 ALTO SHAAM 1000-UP HEATED HOLDING CABINET ONE 1 METRO STAFF SHELF W/ DIVIDERS ,ONE 1 METRO 2KR366MC KEG RACK ONE 1 CUSTOM STAINLESS CHEF COUNTER W/ DOUBLE PASS SHELF ONE 1 GARLAND 2670400 NAT. GAS REGULATOR ONE 1 HATCO TQ-400 CONVEYOR TOASTER ONE 1 BOBRICK B-4112 SOAP DISPENSER ONE 1 STRUCTURAL CONCEPTS NR3651RRSSV DISPLAY CASE ONE 1 GLASTENDER DBCB-36 DRAINBOARD ONE 1 FISHER 3111 DECK MOUNT FAUCET ,ONE 1 CUSTOM STAINLESS WASTE DEFLECTOR ONE 1 AMANA HDC182 MICROWAVE OVEN ONE 1 CUSTOM STAINLESS HAND SINK CHASSIS EIGHTEEN 18 HATCO IWRM-C1-1317-06 INDUCTION RANGE WARMER,



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

COUNTERTOP SIXTEEN 16 METRO DD14K4 SHELF DIVIDER ONE 1 CUSTOM STAINLESS 3 COMP ROLLED FRONT AND BACK W/ FLAT ENDS & SINK ONE 1 CUSTOM STAINLESS SALAD BOWL ,RINGS, 3 TIER ONE 1 DORMONT 16125KIT2S48PS GAS HOSE ONE 1 GARLAND (FRYMASTER) PF50R PORTABLE OIL FILTER ONE 1 TRUE T-23F-2HC REACH IN FREEZER ONE 1 STRUCTURAL CONCEPTS PANEL EXTERIOR, LAMINATED ONE 1 GLASTENDER LDA-24S BOTTLE STORAGE UNIT ONE 1 EVERPURE EV9329-44 WATER FILTER ONE 1 CUSTOM STAINLESS OUTDOOR COOLING UNIT CAGE ONE ,1 GLASTENDER MTS-14 UNDERBAR MIXOLOGY ONE 1 BOBRICK B-822 THROUGH COUNTER SOAP DISPENSER ONE 1 DELIVERY & SET-IN PLACE FOUR 4 METRO 1472NK4 4X72 SHELVES ONE 1 CUSTOM STAINLESS POLY MOUNTING BOARD TWO 2 SAN JAMAR CK6544A CHIT RAIL ONE 1 GARLAND C SINGLE CONVENTION OVEN BASE ONE 1 HATCO TQ-PWR-A AUTOMATIC POWER SAVE MODE ONE 1 ,COMPONENT HARDWARE KE16-B131-CA1 HANDS FREE FAUCET ONE 1 STRUCTURAL CONCEPTS BREEZE E TYPE II SELF CONTAINED REFRIGERATION ONE 1 GLASTENDER IFC-24/24 UNDERBAR CORNER DRAINBOARD ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER ONE 1 CUSTOM STAINLESS CABINET LINER ONE 1 WARING WSB70 IMMERSION BLENDER ONE 1 GLASTENDER C1RL48 BACK BAR ,CABINET THREE 3 SPRING USA 2792-6EB HEAT LAMP EIGHT 8 METRO 2142NK4 21X42 SHELVING ONE 1 ANSUL K GUARD K CLASS FIRE EXTINGUISHER ONE 1 HATCO CLEAR ANONDIZED ALUMINUM HOUSING ONE 1 TRUE TRCB-48 REFRIGERATED EQUIPMENT BASE ONE 1 GARLAND (FRYMASTER) 8030197 CLEAN OUT ROD ONE 1 GARLAND C4 ET 10.20ES COMBI OVEN, ELECTRIC ONE 1 ,STRUCTURAL CONCEPTS 2\H FULL DEPTH DISPLAY RISERS ONE 1 CUSTOM STAINLESS DRAFT DRIP TRAY/DRINK RAIL ONE 1 GLASTENDER SR40-CUSTOM UNDERBAR SPEED RAIL ONE 1 EFI DRY GOODS SHELVING, LOT CONSISTING OF (4) EFI N-S2136EP 21X36 SHELVING, (4) EFI N-S2142EP 21X42 SHELVING, (4) EFI N-S2436EP 24X36 SHELVING, (4) EFI N-S2448EP 24X48 SHELVING, (12) EFI N-S2160EP 21X60 SHELVING, (28) EFI N-P74EP 74\ POST ONE 1 GLASTENDER CBA-30R3-CP10 ICE BIN W/ BOTTLE WELLS ONE 1 CUSTOM STAINLESS POLY MOUNTING BOARD ONE 1 METRO SEC56CQ SECURE LINEN STORAGE ONE 1 NORBEC CUSTOM REFRIGERATION CONDENSING UNIT ONE 1 METRO WALL GRID PANEL CONSISTING OF (1) METRO WG1836K4 SMART WALL ,GRID, (6) METRO HK23C SMART WALL SNAP ON HOOK, (6) METRO HK25C SMART WALL SNAP ON HOOK, (1) METRO H210K4 SMART WALL STORAGE BASKET ONE 1 GARLAND M45R HD RANGE 34\, 2 HOT TOPS ONE 1 DORMONT 1675KIT2S48 GAS HOSE ONE 1 CUSTOM STAINLESS PREP COUNTER W/ HAND SINK ONE 1 GARLAND 60264 CONVO VENT HOOD ONE 1 GLASTENDER MODULAR BAR DIE ONE ,1 ADVANCE TABCO K-08 LOW FLOW AERATOR ONE 1 GLASTENDER SWB-24R-C WASTE CABINET ONE 1 WARING CB15 FOOD BLENDER ONE 1 CUSTOM STAINLESS DRIP TRAY / DRINK RAIL TWO 2 ALTO SHAAM DC-2868 PLATE CARRIER -\C\ CARRIER TWO 2 METRO 24X60 QWIKSLOT WIRE SHELVES ONE 1 METRO COOLER SHELVING, LOT CONSISTING OF (4) METRO 1848NK4 18X48 WIRE ,SHELVING, (4) METRO 1860NK4 18X60 WIRE SHELVING, (8) METRO 63PK4 63\ POSTS ONE 1 BEVERAGE AIR UCR27AHC UNDERCOUNTER REFRIGERATOR ONE 1 GARLAND M34LPBG LOW PROFILE BACKGUARD FOUR 4 CUSTOM STAINLESS OVERSHELF ONE 1 BOBRICK B-526 TOWEL DISPENSER ONE 1 EVERPURE EV9797-50 COMBI OVEN WATER FILTER ONE 1 GLASTENDER PCB-24 UNDERBAR ,POS CABINET ONE 1 ADVANCE TABCO 7-PS-14 P TRAP ONE 1 CUSTOM STAINLESS BAR TRAY STORAGE FOUR 4 CAMBRO IBS20148 INGREDIENT BIN ONE 1 EFI LOT OF MOBILE GLASS STORAGE INCLUDES (2) EFI 1830NK4 18X30 SHELVING, (4) EFI 33UPK4 33\ POST, (1) EFI CA5SBR SET OF 4 CASTERS TWO 2 ALTO SHAAM DC-2869 PLATE CARRIER -\P\ CARRIER FOUR 4 METRO ,74PK4 74\ POSTS TWO 2 METRO CD3N



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

ENCLOSED BUN PAN CABINET ONE 1 CUSTOM STAINLESS DISH CABINET ONE 1 GARLAND CASTERS ONE 1 GARLAND (FRYMASTER) MJ250 GAS FRYER ONE 1 TRUE T-23-2-HC REACH IN REFRIGERATOR ONE 1 STRUCTURAL CONCEPTS EXTERIOR BLACK ONE 1 GLASTENDER MFT-20 UNDERBAR MIXOLOGY SINK UNIT ONE 1 BOBRICK B-822 ,COUNTER MOUNT SOAP DISPENSER TWO 2 CUSTOM STAINLESS OUTDOOR SERVER STATION ONE 1 GLASTENDER MODULAR BAR DIE ONE 1 NORBEC CUSTOM REFRIGERATION BACK BAR CONDENSING UNIT ONE 1 METRO WIRE SHELVING, LOT CONSISTING OF (4) METRO 2160NK4 21X60 SHELVING, (4) METRO 1848NK4 18X48 SHELVING, (8) METRO 74PK4 74\ POST ONE 1 NORBEC WALK IN COOLER ,ONE 1 CUSTOM STAINLESS SERVER COUNTER W/ SINK & OVERSHELVES ONE 1 HATCO ADJUSTABLE ANGLE BRACKET ONE 1 DORMONT 1675KIT2S48 GAS HOSE ONE 1 DORMONT 16100KIT2S48PS GAS HOSE ONE 1 GARLAND BB-TT DISAPPEARING DOOR ONE 1 GLASTENDER C1FB72-R BACK BAR CABINET ONE 1 ADVANCE TABCO K-52OMIT DELETE FAUCET ONE 1 CUSTOM STAINLESS UNDERBAR ,WASTE BRIDGE ONE 1 GLOBE S13A FOOD SLICER, ELECTRIC ONE 1 GLASTENDER SR34 SPEED RAIL TWO 2 ALTO SHAAM 1000-BQ2/192 HEATED BANQUET CART ONE 1 PENCO STORAGE LOCKERS - LOT ONE 1 NORBEC CUSTOM REFRIGERATION EVAPORATOR ONE 1 FISHER 3114 DECK MOUNT FAUCET ONE 1 TRUE TSSU-60-16-ADA-HC SANDWICH / SALAD PREPARATION REFRIGERATOR ONE ,1 GARLAND GTGG24-GT24M GRIDDLE, GAS ONE 1 CUSTOM STAINLESS FRY BATTER RAIL ONE 1 GARLAND CST10CB-4 OVEN STAND ONE 1 GLASTENDER C1FB72G-R BACK BAR CABINET TWO 2 ADVANCE TABCO K-472 FAUCET HOLE REVISIONS ONE 1 CUSTOM STAINLESS OUTDOOR HOST STATION CHASSIS ONE 1 CUSTOM STAINLESS SLICER STAND ONE 1 CUSTOM STAINLESS UNDERBAR ,WORKBOARD / DRAIN ENCLOSURE BASE FOUR 4 ALTO SHAAM SPLIT DOOR OPTION

Original Registering Party

AVS SYSTEMS INC.

Address

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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: September 29, 2021 at 1:06:30 pm Pacific time
Registration Number: 273796N
Description: DELETE DEBTOR RYAN RICHARD MORENO (1268 216 ST)
DELETE DEBTOR GEORGE TACHEJIAN (27126 35B AVE)
DELETE DEBTOR ANDRE JOSEPH BOURQUE (8343 209A ST)
DELETE DEBTOR CINDY DIANEMORENO (1268 216 ST)
DELETE DEBTOR RYAN MORENO (1268 216 ST) DELETE
DEBTOR ANDRE BOURQUE (8343 209A ST) DELETE
DEBTOR CINDY MORENO (1268 216 ST)



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

MORENO, RYAN RICHARD DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
TACHEJIAN, GEORGE DELETED	Address 27126 35B AVE LANGLEY BC V4W 0C3 Canada	Birthdate March 11, 1980
BOURQUE, ANDRE JOSEPH DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate October 11, 1978
MORENO, CINDY DIANE DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981
MORENO, RYAN DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
BOURQUE, ANDRE DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate November 10, 1976
MORENO, CINDY DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

AVS SYSTEMS INC.

Address

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

AMENDMENT

Registration Date and Time: September 29, 2021 at 7:38:07 am Pacific time
Registration Number: 272657N
Description: ADD DEBTOR RYAN MORENO (1268 216 ST) ADD DEBTOR ANDRE BOURQUE (8343 209A ST) ADD DEBTOR CINDY MORENO (1268 216 ST)

Debtor Information

Debtor Name	Address	Birthdate
MORENO, RYAN ADDED	1268 216 ST LANGLEY BC V2Z 1R2 Canada	October 10, 1977
BOURQUE, ANDRE ADDED	8343 209A ST LANGLEY BC V2Y 0A5 Canada	November 10, 1976
MORENO, CINDY ADDED	1268 216 ST LANGLEY BC V2Z 1R2 Canada	January 9, 1981

Registering Party Information

AVS SYSTEMS INC.

Address

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

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JOSEPH RICHARD HOSPITALITY GROUP LTD."

Search Date and Time: July 12, 2023 at 1:06:19 pm Pacific time
Account Name: FARRIS LLP
Folio Number: 50901-0001-0000

TABLE OF CONTENTS

5 Matches in 5 Registrations in Report

Exact Matches: 5 (*)

Total Search Report Pages: 11

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2	140875N	July 28, 2021	* JOSEPH RICHARD HOSPITALITY GROUP LTD.	4
3	140951N	July 28, 2021	* JOSEPH RICHARD HOSPITALITY GROUP LTD.	6
4	976533N	September 13, 2022	* JOSEPH RICHARD HOSPITALITY GROUP LTD.	8
5	486274P	April 20, 2023	* JOSEPH RICHARD HOSPITALITY GROUP LTD.	10



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 134397N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 26, 2021 at 10:39:42 am Pacific time
Current Expiry Date and Time:	July 26, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:06:19 pm Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

SUITE 2200 - 4720 KINGSWAY
BURNABY BC
V5H 4N2 Canada

Debtor Information

**JRG GLASS HOUSE ESTATE WINERY
LTD.**

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

**JOSEPH RICHARD HOSPITALITY
GROUP LTD.**

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE ACCOUNTS AND DEBTS DUE FROM AND CLAIMS AGAINST JRG GLASS HOUSE ESTATE WINERY LTD.

Original Registering Party

GUILD YULE LLP

Address

2100 - 1075 WEST GEORGIA ST.
VANCOUVER BC
V6E 3C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 140875N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 28, 2021 at 11:01:37 am Pacific time
Current Expiry Date and Time:	July 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:06:19 pm Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

SUITE 2200 - 4720 KINGSWAY
BURNABY BC
V5H 4N2 Canada

Debtor Information

JRG LEDGEVIEW HOLDINGS LTD.

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

**JOSEPH RICHARD HOSPITALITY
GROUP LTD.**

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE ACCOUNTS AND DEBTS DUE FROM AND CLAIMS AGAINST JRG
LEDGEVIEW HOLDINGS LTD.

Original Registering Party

GUILD YULE LLP

Address

2100 - 1075 WEST GEORGIA ST.
VANCOUVER BC
V6E 3C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 140951N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 28, 2021 at 11:27:35 am Pacific time
Current Expiry Date and Time:	July 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:06:19 pm Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

SUITE 2200 - 4720 KINGSWAY
BURNABY BC
V5H 4N2 Canada

Debtor Information

MONKEY SEE TIKI BAR LTD.

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

**JOSEPH RICHARD HOSPITALITY
GROUP LTD.**

Address

5708 176TH STREET
SURREY BC
V3S 4C8 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE ACCOUNTS AND DEBTS DUE FROM AND CLAIMS AGAINST MONKEY SEE
TIKI BAR LTD.

Original Registering Party

GUILD YULE LLP

Address

2100 - 1075 WEST GEORGIA ST.
VANCOUVER BC
V6E 3C9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 976533N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: September 13, 2022 at 4:06:02 pm Pacific time
Current Expiry Date and Time: September 13, 2027 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:06:19 pm Pacific time)

Secured Party Information

B.C. KING'S AUTO LEASE LTD.

Address

UNIT 217-4451 NO. 3 RD
 RICHMOND BC
 V6X 2C3 Canada

Debtor Information

**JOSEPH RICHARD HOSPITALITY
 GROUP LTD.**

Address

1450-13401 108 AVE
 SURREY BC
 V3T 5T3 Canada

MORENO, RYAN RICHARD

Address

1268 216 ST
 LANGLEY BC
 V2Z 1R2 Canada

Birthdate

October 10, 1977

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	MERCEDES-BENZ / G63	W1NYC7HJ5NX446071

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

B.C. KING'S AUTO LEASE LTD.

Address

UNIT 217-4451 NO. 3 RD
RICHMOND BC
V6X 2C3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 486274P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 20, 2023 at 4:42:08 pm Pacific time
Current Expiry Date and Time:	April 20, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:06:19 pm Pacific time)

Secured Party Information

ONE WEST LEASING LTD.

Address

1885 CLARK DR
VANCOUVER BC
V5N 3G5 Canada

ONE WEST AUTO LTD. DBA
VANCOUVER MITSUBISHI

Address

1885 CLARK DR
VANCOUVER BC
V5N 3G5 Canada

Debtor Information

JOSEPH RICHARD HOSPITALITY
GROUP LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

MORENO, CINDY

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

January 9, 1981

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2023	RIVIAN / R1S LAUNCH EDITION	7PDSGABL6PN006473

General Collateral

None.

Original Registering Party

ONE WEST AUTO LTD. DBA
VANCOUVER MITSUBISHI

Address

1885 CLARK DR
VANCOUVER BC
V5N 3G5 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JOSEPH RICHARD INVESTMENTS LTD."

Search Date and Time: June 1, 2023 at 1:48:35 pm Pacific time
Account Name: FARRIS LLP

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5 Matches in 4 Registrations in Report

Exact Matches: 5 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	916158K	July 24, 2018	* JOSEPH RICHARD INVESTMENTS LTD.	2
2	939306M	May 1, 2021	* JOSEPH RICHARD INVESTMENTS LTD.	5
3	939325M	May 1, 2021	* JOSEPH RICHARD INVESTMENTS LTD.	7
4	263588N	September 24, 2021	* JOSEPH RICHARD INVESTMENTS LTD. * JOSEPH RICHARD INVESTMENTS LTD.	9

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 916158K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 24, 2018 at 4:26:46 pm Pacific time
Current Expiry Date and Time: July 24, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:48:35 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada**Debtor Information****JOSEPH RICHARD INVESTMENTS
LTD.****Address**C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 6:31:38 am Pacific time
Registration Number: 801128N
Registration Life: 5 Years
New Expiration Date and Time: July 24, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 939306M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: May 1, 2021 at 11:43:31 am Pacific time
Current Expiry Date and Time: May 1, 2024 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:48:35 pm Pacific time)

Secured Party Information

PRESTON AUTO LEASE LTD. **Address**
 19990 LANGLEY BYPASS
 LANGLEY BC
 Canada

ROYAL BANK OF CANADA **Address**
 1055 WEST GEORGIA STREET
 VANCOUVER BC
 V6E 3N5 Canada

Debtor Information

JOSEPH RICHARD INVESTMENTS LTD. **Address**
 8410 160 STREET
 SURREY BC
 V4N 0V7 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	GMC / YUKON	1GKS2DKL4MR307033

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

PRESTON AUTO LEASE LTD.

Address

19990 LANGLEY BYPASS
LANGLEY BC
Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 939325M

Registration Description: PPSA SECURITY AGREEMENT
 Act: PERSONAL PROPERTY SECURITY ACT
 Base Registration Date and Time: May 1, 2021 at 12:25:58 pm Pacific time
 Current Expiry Date and Time: May 1, 2024 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
 Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:48:35 pm Pacific time)

Secured Party Information

PRESTON AUTO LEASE LTD. **Address**
 19990 LANGLEY BYPASS
 LANGLEY BC
 Canada

PRESTON AUTO LEASE LTD. **Address**
 19990 LANGLEY BYPASS
 LANGLEY BC
 V3A 4Y1 Canada

Debtor Information

JOSEPH RICHARD INVESTMENTS LTD. **Address**
 8410 160 STREET
 SURREY BC
 V4N 0V7 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	CHEVROLET / SILVERADO	1GCPYFEL0MZ291954

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

PRESTON AUTO LEASE LTD.

Address

19990 LANGLEY BYPASS
LANGLEY BC
Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 263588N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 24, 2021 at 10:47:09 am Pacific time
Current Expiry Date and Time:	September 24, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:48:35 pm Pacific time)

Secured Party Information

**BODKIN, A DIVISION OF
BENNINGTON FINANCIAL CORP.**

Address

102-1465 NORTH SERVICE RD E
OAKVILLE ON
L6H 1A7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

JRG LEDGEVIEW HOLDINGS LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

JOSEPH RICHARD INVESTMENTS LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

LEDGEVIEW GOLF COURSE

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

JOSEPH BOURQUE INVESTMENTS LTD.

Address

1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada

AD PROLEM CAPITAL INVESTMENTS LTD.

Address

1450-13401 108 AVE
SURREY BC
V3T 5T3 Canada

JRG LEDGEVIEW HOLDINGS LTD.

Address

35997 MCKEE RD
ABBOSTFORD BC
V3G 2L6 Canada

JOSEPH RICHARD INVESTMENTS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

JRG LEDGEVIEW HOLDINGS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

PURSUANT TO LEASE AGREEMENT 50016529, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50016529 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ,COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE ,TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 METRO LOT OF DRY STORAGE SHELVING ONE 1 CUSTOM STAINLESS OVERSHELF ONE 1 HATCO RMB-70 REMOTE CONTROL ENCLOSURE ONE 1 DORMONT 1650BPQ2S24 GAS HOSE ONE 1 GARLAND (FRYMASTER) 8030170 FILTER PAPER THREE 3 CUSTOM STAINLESS HIGH LEVEL ,OVERSHELF ONE 1 STRUCTURAL CONCEPTS LED 3500K W/ FROST LENS ONE 1 CUSTOM STAINLESS COLUMN ONE 1 GLASTENDER CBA-36L-CP10 ICE BIN W/ BOTTLE WELLS ONE 1 EFI FREEZER SHELVING, LOT CONSISTING OF (4) EFI N-S2460EP 24X60 SHELVING, (16) EFI N-S2448EP 24X48 SHELVING, (20) EFI N-P74EP 74\ POST FOUR 4 GLASTENDER SSRC-12 SPEED RAIL LOCKING COVER ,ONE 1 METRO 2KR366MC KEG RACK TWO 2 CUSTOM STAINLESS CORNER GUARDS ONE 1 FISHER 13218 BACKSPLASH MOUNT FAUCET ONE 1 HATCO GRAHL-54 HEAT LAMP W/ EXTENDED LEADS ONE 1 GARLAND GIR36C SALAMANDER BROILER, GAS W/ WALL MOUNT KIT ONE 1 GARLAND (FRYMASTER) 8030002 FILTER POWDER ONE 1 CUSTOM STAINLESS SS WALL CLADDING ONE 1 STRUCTURAL ,CONCEPTS LOWER FRONT PANEL BLACK FOUR 4 GLASTENDER SSRC-24 RAIL LOCKING COVER ONE 1 CUSTOM STAINLESS BEVERAGE COUNTER CHASSIS ONE 1 EFI COOLER SHELVING LOT CONSISTING OF (12) EFI N-S2448EP 24X48 SHELVING, (8) EFI N-S2460EP 24 X 60 SHELVING, (20) EFI N-P74EP 74\ POST, (5) EFI CA5SBR SET OF 4 CASTERS ONE 1 GLASTENDER LDA-12S ,BOTTLE STORAGE UNIT ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER EIGHT 8 METRO 74PK4 74\ POSTS ONE 1 COMPONENT HARDWARE KE25-B131-CB1 HAND SINK ONE 1 HATCO HAL-54 HALOGEN BULBS ONE 1 GARLAND GTBG24-AR24 CHARBROILER, GAS COUNTERTOP ONE 1 GARLAND (FRYMASTER) 8236559 SPLASH SHIELD ONE 1 GARLAND C-START C START CLEANING KIT TWO ,2 SAN JAMAR C2410C18 DISPOSABLE CUP DISPENSER ONE 1 ADVANCE TABCO DI-1-5SP DROP IN HAND SINK ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE ONE 1 ROBOT COUPE R301 FOOD PROCESSOR ONE 1 GLASTENDER SHA-4 SODA GUN HOLDER & TUBING CHASE TWO 2 ALTO SHAAM 1000-UP HEATED HOLDING CABINET ONE 1 METRO STAFF SHELF W/ DIVIDERS ,ONE 1 METRO 2KR366MC KEG RACK ONE 1 CUSTOM STAINLESS CHEF COUNTER W/ DOUBLE PASS SHELF ONE 1 GARLAND 2670400 NAT. GAS REGULATOR ONE 1 HATCO TQ-400 CONVEYOR TOASTER ONE 1 BOBRICK B-4112 SOAP DISPENSER ONE 1 STRUCTURAL CONCEPTS NR3651RRSSV DISPLAY CASE ONE 1 GLASTENDER DBCB-36 DRAINBOARD ONE 1 FISHER 3111 DECK MOUNT FAUCET ,ONE 1 CUSTOM STAINLESS WASTE DEFLECTOR ONE 1 AMANA HDC182 MICROWAVE OVEN ONE 1 CUSTOM STAINLESS HAND SINK CHASSIS EIGHTEEN 18 HATCO IWRM-C1-1317-06 INDUCTION RANGE WARMER,



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

COUNTERTOP SIXTEEN 16 METRO DD14K4 SHELF DIVIDER ONE 1 CUSTOM STAINLESS 3 COMP
 ROLLED FRONT AND BACK W/ FLAT ENDS & SINK ONE 1 CUSTOM STAINLESS SALAD BOWL ,RINGS, 3
 TIER ONE 1 DORMONT 16125KIT2S48PS GAS HOSE ONE 1 GARLAND (FRYMASTER) PF50R PORTABLE
 OIL FILTER ONE 1 TRUE T-23F-2HC REACH IN FREEZER ONE 1 STRUCTURAL CONCEPTS PANEL
 EXTERIOR, LAMINATED ONE 1 GLASTENDER LDA-24S BOTTLE STORAGE UNIT ONE 1 EVERPURE
 EV9329-44 WATER FILTER ONE 1 CUSTOM STAINLESS OUTDOOR COOLING UNIT CAGE ONE ,1
 GLASTENDER MTS-14 UNDERBAR MIXOLOGY ONE 1 BOBRICK B-822 THROUGH COUNTER SOAP
 DISPENSER ONE 1 DELIVERY & SET-IN PLACE FOUR 4 METRO 1472NK4 4X72 SHELVES ONE 1 CUSTOM
 STAINLESS POLY MOUNTING BOARD TWO 2 SAN JAMAR CK6544A CHIT RAIL ONE 1 GARLAND C
 SINGLE CONVENTION OVEN BASE ONE 1 HATCO TQ-PWR-A AUTOMATIC POWER SAVE MODE ONE 1
 ,COMPONENT HARDWARE KE16-B131-CA1 HANDS FREE FAUCET ONE 1 STRUCTURAL CONCEPTS
 BREEZE E TYPE II SELF CONTAINED REFRIGERATION ONE 1 GLASTENDER IFC-24/24 UNDERBAR
 CORNER DRAINBOARD ONE 1 BOBRICK B-2621 PAPER TOWEL DISPENSER ONE 1 CUSTOM STAINLESS
 CABINET LINER ONE 1 WARING WSB70 IMMERSION BLENDER ONE 1 GLASTENDER C1RL48 BACK BAR
 ,CABINET THREE 3 SPRING USA 2792-6EB HEAT LAMP EIGHT 8 METRO 2142NK4 21X42 SHELVING
 ONE 1 ANSUL K GUARD K CLASS FIRE EXTINGUISHER ONE 1 HATCO CLEAR ANONDIZED ALUMINUM
 HOUSING ONE 1 TRUE TRCB-48 REFRIGERATED EQUIPMENT BASE ONE 1 GARLAND (FRYMASTER)
 8030197 CLEAN OUT ROD ONE 1 GARLAND C4 ET 10.20ES COMBI OVEN, ELECTRIC ONE 1
 ,STRUCTURAL CONCEPTS 2\H FULL DEPTH DISPLAY RISERS ONE 1 CUSTOM STAINLESS DRAFT DRIP
 TRAY/DRINK RAIL ONE 1 GLASTENDER SR40-CUSTOM UNDERBAR SPEED RAIL ONE 1 EFI DRY GOODS
 SHELVING, LOT CONSISTING OF (4) EFI N-S2136EP 21X36 SHELVING, (4) EFI N-S2142EP 21X42
 SHELVING, (4) EFI N-S2436EP 24X36 SHELVING, (4) EFI N-S2448EP 24X48 SHELVING, (12) EFI N-
 S2160EP 21X60 SHELVING, (28) EFI N-P74EP 74\ POST ONE 1 GLASTENDER CBA-30R3-CP10 ICE BIN
 W/ BOTTLE WELLS ONE 1 CUSTOM STAINLESS POLY MOUNTING BOARD ONE 1 METRO SEC56CQ
 SECURE LINEN STORAGE ONE 1 NORBEC CUSTOM REFRIGERATION CONDENSING UNIT ONE 1 METRO
 WALL GRID PANEL CONSISTING OF (1) METRO WG1836K4 SMART WALL ,GRID, (6) METRO HK23C
 SMART WALL SNAP ON HOOK, (6) METRO HK25C SMART WALL SNAP ON HOOK, (1) METRO H210K4
 SMART WALL STORAGE BASKET ONE 1 GARLAND M45R HD RANGE 34\, 2 HOT TOPS ONE 1
 DORMONT 1675KIT2S48 GAS HOSE ONE 1 CUSTOM STAINLESS PREP COUNTER W/ HAND SINK ONE 1
 GARLAND 60264 CONVO VENT HOOD ONE 1 GLASTENDER MODULAR BAR DIE ONE ,1 ADVANCE
 TABCO K-08 LOW FLOW AERATOR ONE 1 GLASTENDER SWB-24R-C WASTE CABINET ONE 1 WARING
 CB15 FOOD BLENDER ONE 1 CUSTOM STAINLESS DRIP TRAY / DRINK RAIL TWO 2 ALTO SHAAM DC-
 2868 PLATE CARRIER -\C\ CARRIER TWO 2 METRO 24X60 QWIKSLOT WIRE SHELVES ONE 1 METRO
 COOLER SHELVING, LOT CONSISTING OF (4) METRO 1848NK4 18X48 WIRE ,SHELVING, (4) METRO
 1860NK4 18X60 WIRE SHELVING, (8) METRO 63PK4 63\ POSTS ONE 1 BEVERAGE AIR UCR27AHC
 UNDERCOUNTER REFRIGERATOR ONE 1 GARLAND M34LPBG LOW PROFILE BACKGUARD FOUR 4
 CUSTOM STAINLESS OVERSHELF ONE 1 BOBRICK B-526 TOWEL DISPENSER ONE 1 EVERPURE EV9797-
 50 COMBI OVEN WATER FILTER ONE 1 GLASTENDER PCB-24 UNDERBAR ,POS CABINET ONE 1
 ADVANCE TABCO 7-PS-14 P TRAP ONE 1 CUSTOM STAINLESS BAR TRAY STORAGE FOUR 4 CAMBRO
 IBS20148 INGREDIENT BIN ONE 1 EFI LOT OF MOBILE GLASS STORAGE INCLUDES (2) EFI 1830NK4
 18X30 SHELVING, (4) EFI 33UPK4 33\ POST, (1) EFI CA5SBR SET OF 4 CASTERS TWO 2 ALTO SHAAM
 DC-2869 PLATE CARRIER -\P\ CARRIER FOUR 4 METRO ,74PK4 74\ POSTS TWO 2 METRO CD3N



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

ENCLOSED BUN PAN CABINET ONE 1 CUSTOM STAINLESS DISH CABINET ONE 1 GARLAND CASTERS ONE 1 GARLAND (FRYMASTER) MJ250 GAS FRYER ONE 1 TRUE T-23-2-HC REACH IN REFRIGERATOR ONE 1 STRUCTURAL CONCEPTS EXTERIOR BLACK ONE 1 GLASTENDER MFT-20 UNDERBAR MIXOLOGY SINK UNIT ONE 1 BOBRICK B-822 ,COUNTER MOUNT SOAP DISPENSER TWO 2 CUSTOM STAINLESS OUTDOOR SERVER STATION ONE 1 GLASTENDER MODULAR BAR DIE ONE 1 NORBEC CUSTOM REFRIGERATION BACK BAR CONDENSING UNIT ONE 1 METRO WIRE SHELVING, LOT CONSISTING OF (4) METRO 2160NK4 21X60 SHELVING, (4) METRO 1848NK4 18X48 SHELVING, (8) METRO 74PK4 74\ POST ONE 1 NORBEC WALK IN COOLER ,ONE 1 CUSTOM STAINLESS SERVER COUNTER W/ SINK & OVERSHELVES ONE 1 HATCO ADJUSTABLE ANGLE BRACKET ONE 1 DORMONT 1675KIT2S48 GAS HOSE ONE 1 DORMONT 16100KIT2S48PS GAS HOSE ONE 1 GARLAND BB-TT DISAPPEARING DOOR ONE 1 GLASTENDER C1FB72-R BACK BAR CABINET ONE 1 ADVANCE TABCO K-520MIT DELETE FAUCET ONE 1 CUSTOM STAINLESS UNDERBAR ,WASTE BRIDGE ONE 1 GLOBE S13A FOOD SLICER, ELECTRIC ONE 1 GLASTENDER SR34 SPEED RAIL TWO 2 ALTO SHAAM 1000-BQ2/192 HEATED BANQUET CART ONE 1 PENCO STORAGE LOCKERS - LOT ONE 1 NORBEC CUSTOM REFRIGERATION EVAPORATOR ONE 1 FISHER 3114 DECK MOUNT FAUCET ONE 1 TRUE TSSU-60-16-ADA-HC SANDWICH / SALAD PREPARATION REFRIGERATOR ONE ,1 GARLAND GTGG24-GT24M GRIDDLE, GAS ONE 1 CUSTOM STAINLESS FRY BATTER RAIL ONE 1 GARLAND CST10CB-4 OVEN STAND ONE 1 GLASTENDER C1FB72G-R BACK BAR CABINET TWO 2 ADVANCE TABCO K-472 FAUCET HOLE REVISIONS ONE 1 CUSTOM STAINLESS OUTDOOR HOST STATION CHASSIS ONE 1 CUSTOM STAINLESS SLICER STAND ONE 1 CUSTOM STAINLESS UNDERBAR ,WORKBOARD / DRAIN ENCLOSURE BASE FOUR 4 ALTO SHAAM SPLIT DOOR OPTION

Original Registering Party

AVS SYSTEMS INC.

Address

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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:

September 29, 2021 at 1:06:30 pm Pacific time

Registration Number:

273796N

Description:

DELETE DEBTOR RYAN RICHARD MORENO (1268 216 ST)
 DELETE DEBTOR GEORGE TACHEJIAN (27126 35B AVE)
 DELETE DEBTOR ANDRE JOSEPH BOURQUE (8343 209A ST)
 DELETE DEBTOR CINDY DIANEMORENO (1268 216 ST)
 DELETE DEBTOR RYAN MORENO (1268 216 ST) DELETE
 DEBTOR ANDRE BOURQUE (8343 209A ST) DELETE
 DEBTOR CINDY MORENO (1268 216 ST)



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

MORENO, RYAN RICHARD DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
TACHEJIAN, GEORGE DELETED	Address 27126 35B AVE LANGLEY BC V4W 0C3 Canada	Birthdate March 11, 1980
BOURQUE, ANDRE JOSEPH DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate October 11, 1978
MORENO, CINDY DIANE DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981
MORENO, RYAN DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate October 10, 1977
BOURQUE, ANDRE DELETED	Address 8343 209A ST LANGLEY BC V2Y 0A5 Canada	Birthdate November 10, 1976
MORENO, CINDY DELETED	Address 1268 216 ST LANGLEY BC V2Z 1R2 Canada	Birthdate January 9, 1981



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

AVS SYSTEMS INC.

Address

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

AMENDMENT

Registration Date and Time:

September 29, 2021 at 7:38:07 am Pacific time

Registration Number:

272657N

Description:

ADD DEBTOR RYAN MORENO (1268 216 ST) ADD DEBTOR
ANDRE BOURQUE (8343 209A ST) ADD DEBTOR CINDY
MORENO (1268 216 ST)

Debtor Information

MORENO, RYAN

ADDED

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

October 10, 1977

BOURQUE, ANDRE

ADDED

Address

8343 209A ST
LANGLEY BC
V2Y 0A5 Canada

Birthdate

November 10,
1976

MORENO, CINDY

ADDED

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

January 9, 1981

Registering Party Information

AVS SYSTEMS INC.

Address

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

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JOSEPH RICHARD IP HOLDINGS LTD."

Search Date and Time: June 1, 2023 at 1:49:41 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	819802N	June 24, 2022	* JOSEPH RICHARD IP HOLDINGS LTD.	2



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 819802N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2022 at 12:02:36 pm Pacific time
Current Expiry Date and Time:	June 24, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:49:41 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**JOSEPH RICHARD IP HOLDINGS
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JOSEPH RICHARD MANAGEMENT
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**TOWNHALL HOLDINGS
(ABBOTSFORD) LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JRG FOODHALL (VANCOUVER)
VENTURES LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JOSEPH RICHARD MANAGEMENT LTD."

Search Date and Time: June 1, 2023 at 1:51:46 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>819802N</u>	June 24, 2022	* JOSEPH RICHARD MANAGEMENT LTD.	<u>2</u>

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 819802N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: June 24, 2022 at 12:02:36 pm Pacific time
Current Expiry Date and Time: June 24, 2032 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:51:46 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

JOSEPH RICHARD IP HOLDINGS LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

JOSEPH RICHARD MANAGEMENT LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

TOWNHALL HOLDINGS (ABBOTSFORD) LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

JRG FOODHALL (VANCOUVER) VENTURES LTD.

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JRG CLOVERDALE HOLDINGS LTD."

Search Date and Time: June 1, 2023 at 1:56:55 pm Pacific time
Account Name: FARRIS LLP

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1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	186476M	April 27, 2020	*JRG CLOVERDALE HOLDINGS LTD.	2



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 186476M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 27, 2020 at 1:41:35 pm Pacific time
Current Expiry Date and Time:	April 27, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:56:55 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

300-2000 ARGENTIA ROAD PLAZA 1
MISSISSAUGA ON
L5N 2R7 Canada

Debtor Information

JRG CLOVERDALE HOLDINGS LTD.

Address

13401 108TH AVENUE, SUITE 1450
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

CANADIAN WESTERN BANK

Address

300-2000 ARGENTIA ROAD PLAZA 1
MISSISSAUGA ON
L5N 2R7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time:	February 10, 2022 at 11:17:22 am Pacific time
Registration Number:	530778N
Description:	This registration is subject to a subordination and standstill agreement dated April 25, 2020 among the Secured Party, Roynat Inc. and the Debtor granting, among other things, priority to base registration number 990809L registered in favour of Roynat Inc.

Registering Party Information

**NORTON ROSE FULBRIGHT
CANADA LLP**

Address

VANCOUVER DIVISION
1800 510 WEST GEORGIA STREET
VANCOUVER BC
V6B 0M3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JRG Cloverdale Ventures Ltd."

Search Date and Time: June 1, 2023 at 1:58:27 pm Pacific time
Account Name: FARRIS LLP

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4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Page
1	916177K	July 24, 2018	* JRG CLOVERDALE VENTURES LTD.	2
2	148946P	October 19, 2022	* JRG CLOVERDALE VENTURES LTD	5
3	219649P	November 25, 2022	* JRG CLOVERDALE VENTURES LTD.	7
4	392556P	March 3, 2023	* JRG CLOVERDALE VENTURES LTD.	9



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 916177K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 24, 2018 at 4:39:08 pm Pacific time
Current Expiry Date and Time:	July 24, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:58:27 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK	Address
	6860 CENTURY AVENUE, SUITE 200 MISSISSAUGA ON L5N 2V8 Canada

Debtor Information

JRG CLOVERDALE VENTURES LTD.	Address
	C/O 225, 20316 56 AVENUE LANGLEY BC V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:	June 16, 2022 at 7:03:04 am Pacific time
Registration Number:	801405N
Registration Life:	5 Years
New Expiration Date and Time:	July 24, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

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

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 219649P

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: November 25, 2022 at 8:25:54 am Pacific time
Current Expiry Date and Time: November 25, 2028 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:58:27 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

626 SIXTH AVE, 2ND FLOOR
NEW WESTMINSTER BC
V3M 6Z2 Canada

Debtor Information

JRG CLOVERDALE VENTURES LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 Canada

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN RESPECT OF THE THIRD PARTY OPERATING AGREEMENT ENTERED INTO IN 2012 BETWEEN THE DEBTOR AND CLOVER CROSSING HOLDINGS LTD. RELATING TO THE OPERATION OF THE LICENSEE RETAIL STORE LICENCE NO. 191727 FROM THE BUSINESS PREMISES LOCATED AT #413-6466 176TH STREET, SURREY, BC (INCLUDING ANY AMENDMENTS, EXTENSIONS, RENEWALS OR REPLACEMENTS THEREFOR, OR CONTRACTS DERIVED THEREFROM) AND ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS OR MONEY (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATION MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900 - 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 392556P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act: MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time: March 3, 2023 at 3:45:21 pm Pacific time
Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 1:58:27 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE -SEAN POULSEN**

Address

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

Debtor Information

JRG CLOVERDALE VENTURES LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 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

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "JRG Foodhall (Vancouver) Ventures Ltd."

Search Date and Time: June 1, 2023 at 2:03:34 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	819802N	June 24, 2022	* JRG FOODHALL (VANCOUVER) VENTURES LTD.	2



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 819802N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2022 at 12:02:36 pm Pacific time
Current Expiry Date and Time:	June 24, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 2:03:34 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**JOSEPH RICHARD IP HOLDINGS
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JOSEPH RICHARD MANAGEMENT
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**TOWNHALL HOLDINGS
(ABBOTSFORD) LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JRG FOODHALL (VANCOUVER)
VENTURES LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LIVELYHOOD PUBLIC HOUSE LTD."

Search Date and Time: July 12, 2023 at 12:58:19 pm Pacific time
 Account Name: FARRIS LLP
 Folio Number: 50901-0001-0000

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>586321L</u>	June 21, 2019	* LIVELYHOOD PUBLIC HOUSE LTD.	<u>2</u>

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 586321L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: June 21, 2019 at 9:20:31 am Pacific time
Current Expiry Date and Time: June 21, 2029 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 12:58:19 pm Pacific time)

Secured Party Information**CANADIAN WESTERN BANK****Address**6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada**Debtor Information****LIVELYHOOD PUBLIC HOUSE LTD.****Address**1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "OAK & THORNE PUBLIC HOUSE LTD."

Search Date and Time: June 1, 2023 at 3:44:27 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	918081K	July 25, 2018	* OAK & THORNE PUBLIC HOUSE LTD.	2
2	343755P	February 6, 2023	* OAK & THORNE PUBLIC HOUSE LTD.	5

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918081K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:06:21 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:44:27 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**OAK & THORNE PUBLIC HOUSE
LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:14:40 am Pacific time
Registration Number: 801754N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
 MISSISSAUGA ON
 L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 343755P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act: MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time: February 6, 2023 at 2:22:18 pm Pacific time
Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 3:44:27 pm Pacific time)

Secured Party Information

RECEIVABLES MANAGEMENT OFFICE - TARA KLINGSPOHN

Address

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

Debtor Information

OAK & THORNE PUBLIC HOUSE LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "S & L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD."

Search Date and Time: June 1, 2023 at 3:46:14 pm Pacific time
Account Name: FARRIS LLP

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	918172K	July 25, 2018	* S & L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.	2
2	388904P	March 2, 2023	* S & L KITCHEN & BAR HOLDINGS ABBOTSFORD LTD.	5

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918172K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:28:26 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:46:14 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:25:34 am Pacific time
Registration Number: 801789N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 388904P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: March 2, 2023 at 10:40:04 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:46:14 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - IVA BARISIC**

Address

6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC
V8T 4K6 Canada

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
ABBOTSFORD LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "S & L KITCHEN & BAR HOLDINGS LANGLEY LTD."

Search Date and Time: June 1, 2023 at 3:47:04 pm Pacific time
Account Name: FARRIS LLP

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	918183K	July 25, 2018	* S & L KITCHEN & BAR HOLDINGS LANGLEY LTD.	2
2	299594P	January 13, 2023	* S & L KITCHEN & BAR HOLDINGS LANGLEY LTD.	5

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918183K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:30:26 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:47:04 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:21:49 am Pacific time
Registration Number: 801775N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 299594P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: January 13, 2023 at 9:49:21 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:47:04 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT -
DESIREE MORIN**

Address

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

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
LANGLEY LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "S & L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD."

Search Date and Time: June 1, 2023 at 3:48:01 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>918197K</u>	July 25, 2018	* S & L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.	<u>2</u>
2	<u>391666P</u>	March 3, 2023	* S & L KITCHEN & BAR HOLDINGS SOUTH SURREY LTD.	<u>5</u>

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918197K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:32:32 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:48:01 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK **Address**
6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.** **Address**
C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:24:38 am Pacific time
Registration Number: 801785N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 391666P

Registration Description:	CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act:	MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time:	March 3, 2023 at 11:38:14 am Pacific time
Current Expiry Date and Time:	Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:48:01 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - LISA CANNELL**

Address

3350 DOUGLAS STREET, 2ND FLOOR
VICTORIA BC
V8W 9V8 Canada

Debtor Information

**S & L KITCHEN & BAR HOLDINGS
SOUTH SURREY LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "STEVESTON HOSPITALITY SERVICES LTD."

Search Date and Time: June 1, 2023 at 3:50:08 pm Pacific time
Account Name: FARRIS LLP

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

	Base Registration	Base Registration Date	Debtor Name	Page
1	918215K	July 25, 2018	* STEVESTON HOSPITALITY SERVICES LTD.	2
2	494396P	April 25, 2023	* STEVESTON HOSPITALITY SERVICES LTD.	5

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918215K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:35:18 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:50:08 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK **Address**
6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

STEVESTON HOSPITALITY SERVICES LTD. **Address**
C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 6:34:11 am Pacific time
Registration Number: 801169N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 494396P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: April 25, 2023 at 12:01:53 pm Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:50:08 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE -SEAN POULSEN**

Address

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

Debtor Information

**STEVESTON HOSPITALITY SERVICES
LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Business Debtor - "SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD."

Search Date and Time: June 1, 2023 at 3:51:47 pm Pacific time
Account Name: FARRIS LLP

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 6

Table with 4 columns: Base Registration, Base Registration Date, Debtor Name, Page. Contains 2 rows of search results for SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD.

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918232K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:37:17 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:51:47 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**SUDO ASIAN KITCHEN HOLDINGS
(LANGLEY) LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 6:35:10 am Pacific time
Registration Number: 801173N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 872735L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: November 4, 2019 at 6:22:46 pm Pacific time
Current Expiry Date and Time: November 4, 2029 at 11:59:59 pm Pacific time
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 3:51:47 pm Pacific time)

Secured Party Information

0911110 B.C. LTD. Address
215-13737-72 AVENUE
SURREY BC
V3W 2P2 Canada

Debtor Information

SUDO ASIAN KITCHEN HOLDINGS (LANGLEY) LTD. Address
1450-13401 108 AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION, ANY AND ALL OF THE DEBTOR S: (A) INVENTORY; (B) EQUIPMENT, FIXTURES AND OTHER GOODS AND CHATTELS OF EVERY KIND AND DESCRIPTION, ALL LICENCES, FRANCHISE AGREEMENTS, AND OTHER RIGHTS ,AND ALL RECORDS, FILES, CHARTS, PLANS, DRAWINGS, SPECIFICATIONS, MANUALS AND DOCUMENTS RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ALL EQUIPMENT, FIXTURES AND OTHER GOODS AND CHATTELS LOCATED AT THE PREMISES KNOWN BY THE CIVIC ADDRESS OF 111 114, 19233 FRASER HWY, SURREY, BC; ,(C) ACCOUNTS DUE OR ACCRUING DUE, INCLUDING ROYALTIES,AND ALL AGREEMENTS, BOOKS, ACCOUNTING, INVOICES, LETTERS, DOCUMENTS AND PAPERS RECORDING, EVIDENCING OR RELATING THERETO; (D) ANY AND ALL SHARES, SECURITIES, BONDS OR OPTIONS IN ANY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE OR OTHER LEGAL ENTITY; ,(E) MONEY, DOCUMENTS AND PAPERS RECORDING, EVIDENCING OR RELATING THERETO; (F) INTANGIBLES, INCLUDING WITHOUT LIMITATION ALL SECURITY INTERESTS, GOODWILL, CHOSSES IN ACTION AND OTHER CONTRACTUAL BENEFITS AND ALL TRADE MARKS, TRADE MARK REGISTRATIONS AND PENDING TRADE MARK APPLICATIONS, PATENTS AND PENDING PATENT APPLICATIONS AND COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY; (G) SUBSTITUTIONS AND REPLACEMENTS OF AND INCREASES, ADDITIONS AND, WHERE APPLICABLE, ACCESSIONS TO THE PROPERTY DESCRIBED IN SECTIONS (A)-(F) INCLUSIVE; AND ,(H) PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ALL OR ANY PART OF THE PROPERTY DESCRIBED IN SECTIONS (A)-(G) INCLUSIVE OR THE PROCEEDS THEREFROM.

Original Registering Party

BINPAL & ASSOCIATES

Address

215-13737-72 AVENUE
SURREY BC
V3W 2P2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Business Debtor - "THE ITALIAN OSTERIA AND CHEESE BAR LTD."

Search Date and Time: June 1, 2023 at 3:53:53 pm Pacific time
Account Name: FARRIS LLP

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Exact Matches: 4 (*)

Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Page
1	918067K	July 25, 2018	* THE ITALIAN OSTERIA AND CHEESE BAR LTD.	2
2	781647N	June 7, 2022	* THE ITALIAN OSTERIA AND CHEESE BAR LTD.	5
3	248237P	December 12, 2022	* THE ITALIAN OSTERIA AND CHEESE BAR LTD.	7
4	282986P	January 4, 2023	* THE ITALIAN OSTERIA AND CHEESE BAR LTD.	9

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918067K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:04:08 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:53:53 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:15:41 am Pacific time
Registration Number: 801758N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 781647N

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: June 7, 2022 at 11:02:17 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:53:53 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - CINDY CATHCART**

Address

6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC
V8T 4K6 Canada

Debtor Information

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 248237P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: December 12, 2022 at 11:27:28 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:53:53 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - IVA BARISIC**

Address

6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC
V8T 4K6 Canada

Debtor Information

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 282986P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: January 4, 2023 at 11:23:08 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:53:53 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - IVA BARISIC**

Address

6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC
V8T 4K6 Canada

Debtor Information

**THE ITALIAN OSTERIA AND CHEESE
BAR LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "THE PHAT BIRD PUBLIC HOUSE LTD"

Search Date and Time: July 12, 2023 at 1:02:28 pm Pacific time
Account Name: FARRIS LLP
Folio Number: 50901-0001-0000

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>916167K</u>	July 24, 2018	* THE PHAT BIRD PUBLIC HOUSE LTD.	<u>2</u>
2	<u>749081L</u>	September 6, 2019	* THE PHAT BIRD PUBLIC HOUSE LTD.	<u>6</u>

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 916167K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 24, 2018 at 4:30:29 pm Pacific time
Current Expiry Date and Time: July 24, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:02:28 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**THE PHAT BIRD PUBLIC HOUSE
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
VT3 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 6:36:26 am Pacific time
Registration Number: 801176N
Registration Life: 5 Years
New Expiration Date and Time: July 24, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK	Address
	2000 ARGENTIA ROAD, PLAZA #1, SUITE #300 MISSISSAUGA ON L5N 1P7 Canada

AMENDMENT

Registration Date and Time: September 6, 2019 at 9:05:32 am Pacific time
Registration Number: 749233L
Description: REPLACE/CORRECT DEBTOR

Debtor Information

THE PHAT BIRD PUBLIC HOUSE LTD.	Address
ADDED	1450, 13401-108TH AVENUE SURREY BC VT3 5T3 Canada

THE WILLIAM PUBLIC HOUSE LTD.	Address
DELETED	C/O 225, 20316 56 AVENUE LANGLEY BC V3A 3Y7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 749081L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: September 6, 2019 at 8:47:32 am Pacific time
Current Expiry Date and Time: September 6, 2029 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 12, 2023 at 1:02:28 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada

Debtor Information

**THE PHAT BIRD PUBLIC HOUSE
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "THE STUDY PUBLIC HOUSE LTD."

Search Date and Time: June 1, 2023 at 3:55:33 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	103963L	October 22, 2018	* THE STUDY PUBLIC HOUSE LTD.	2



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 103963L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 22, 2018 at 1:49:11 pm Pacific time
Current Expiry Date and Time:	October 22, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:55:33 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada

Debtor Information

THE STUDY PUBLIC HOUSE LTD.

Address

#225 - 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-AQUIRED PERSONAL PROPERTY OF THE DEBTOR.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

CANADIAN WESTERN BANK

Address

6860 CENTURY AVE. STE. 200
MISSISSAUGA ON
L5N 2W5 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:	June 16, 2022 at 9:27:03 am Pacific time
Registration Number:	801800N
Registration Life:	5 Years
New Expiration Date and Time:	October 22, 2033 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
 MISSISSAUGA ON
 L5N 1P7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "TOWNHALL HOLDINGS (ABBOTSFORD) LTD."

Search Date and Time: June 1, 2023 at 3:56:15 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	819802N	June 24, 2022	* TOWNHALL HOLDINGS (ABBOTSFORD) LTD.	2



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 819802N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 24, 2022 at 12:02:36 pm Pacific time
Current Expiry Date and Time:	June 24, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 3:56:15 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**JOSEPH RICHARD IP HOLDINGS
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JOSEPH RICHARD MANAGEMENT
LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**TOWNHALL HOLDINGS
(ABBOTSFORD) LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

**JRG FOODHALL (VANCOUVER)
VENTURES LTD.**

Address

1450, 13401-108TH AVENUE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Original Registering Party

CANADIAN WESTERN BANK

Address

#300-2000 ARGENTIA RD, PLAZA1
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "TOWNHALL HOLDINGS (CHILLIWACK) LTD."

Search Date and Time: June 1, 2023 at 3:57:20 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	<u>918272K</u>	July 25, 2018	* TOWNHALL HOLDINGS (CHILLIWACK) LTD.	<u>2</u>

Base Registration Number: 918272K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:42:17 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 3:57:20 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK **Address**
6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**TOWNHALL HOLDINGS
(CHILLIWACK) LTD.** **Address**
C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:16:47 am Pacific time
Registration Number: 801759N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "TOWNHALL HOLDINGS (MAPLE RIDGE) LTD."

Search Date and Time: June 1, 2023 at 4:10:17 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report Exact Matches: 3 (*) Total Search Report Pages: 8

	Base Registration	Base Registration Date	Debtor Name	Page
1	918292K	July 25, 2018	* TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.	2
2	246765P	December 10, 2022	* TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.	5
3	416660P	March 16, 2023	* TOWNHALL HOLDINGS (MAPLE RIDGE) LTD.	7

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918292K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:46:34 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:10:17 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

**TOWNHALL HOLDINGS (MAPLE
RIDGE) LTD.**

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:18:57 am Pacific time
Registration Number: 801764N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 246765P

Registration Description:	CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act:	MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time:	December 10, 2022 at 8:35:47 am Pacific time
Current Expiry Date and Time:	Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:10:17 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - ALANA LOWERY**

Address

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

Debtor Information

**TOWNHALL HOLDINGS (MAPLE
RIDGE) LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 416660P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT

Act: MISCELLANEOUS REGISTRATIONS ACT

Base Registration Date and Time: March 16, 2023 at 11:22:02 am Pacific time

Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:10:17 pm Pacific time)

Secured Party Information

**RECEIVABLES MANAGEMENT
OFFICE - ALANA LOWERY**

Address

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

Debtor Information

**TOWNHALL HOLDINGS (MAPLE
RIDGE) LTD.**

Address

5708 176 ST
SURREY BC
V3S 4C8 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

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PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "TOWNHALL HOLDINGS LTD."

Search Date and Time: June 1, 2023 at 4:12:11 pm Pacific time
Account Name: FARRIS LLP

TABLE OF CONTENTS

8 Matches in 7 Registrations in Report

Exact Matches: 8 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	918245K	July 25, 2018	* TOWNHALL HOLDINGS LTD.	2
2	178939L	November 28, 2018	* TOWNHALL HOLDINGS LTD.	5
3	136119M	March 24, 2020	* TOWNHALL HOLDINGS LTD.	7
4	951993M	May 6, 2021	* TOWNHALL HOLDINGS LTD. * TOWNHALL HOLDINGS LTD.	9
5	099395N	July 9, 2021	* TOWNHALL HOLDINGS	12
6	099408N	July 9, 2021	* TOWNHALL HOLDINGS	14
7	305626P	January 17, 2023	* TOWNHALL HOLDINGS LTD.	16

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 918245K

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 25, 2018 at 12:39:13 pm Pacific time
Current Expiry Date and Time: July 25, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

CANADIAN WESTERN BANK

Address

6860 CENTURY AVENUE, SUITE 200
MISSISSAUGA ON
L5N 2V8 Canada

Debtor Information

TOWNHALL HOLDINGS LTD.

Address

C/O 225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MAGELLAN LAW GROUP LLP

Address

225, 20316 56 AVENUE
LANGLEY BC
V3A 3Y7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 16, 2022 at 9:20:04 am Pacific time
Registration Number: 801767N
Registration Life: 5 Years
New Expiration Date and Time: July 25, 2030 at 11:59:59 pm Pacific time

Registering Party Information

CANADIAN WESTERN BANK

Address

2000 ARGENTIA ROAD, PLAZA #1, SUITE #300
MISSISSAUGA ON
L5N 1P7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 178939L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 28, 2018 at 11:44:02 am Pacific time
Current Expiry Date and Time:	November 28, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

XEROX CANADA LTD

Address

#500 20 YORK MILLS RD, BOX 700
TORONTO ON
M2P 2C2 Canada

Debtor Information

TOWNHALL HOLDINGS LTD.

Address

8410 160TH ST
SURREY BC
V4N 0V7 Canada

JOSEPH RICHARDS LTD

Address

8410 160TH ST
SURREY BC
V4N 0V7 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF, AND ALL PROCEEDS THEREOF.

Original Registering Party

XEROX CANADA LTD

Address

#500 20 YORK MILLS RD, BOX 700
TORONTO ON
M2P 2C2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 136119M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 24, 2020 at 7:19:07 am Pacific time
Current Expiry Date and Time:	March 24, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

XEROX CANADA LTD

Address

#500 20 YORK MILLS RD, BOX 700
TORONTO ON
M2P 2C2 Canada

Debtor Information

TOWNHALL HOLDINGS LTD.

Address

5708 176 ST FL 2
SURREY BC
V3S 4C8 Canada

JOSEPH RICHARDS LTD.

Address

5708 176 ST FL 2
SURREY BC
V3S 4C8 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF, AND ALL PROCEEDS THEREOF.

Original Registering Party

XEROX CANADA LTD

Address

#500 20 YORK MILLS RD, BOX 700
TORONTO ON
M2P 2C2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 951993M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 6, 2021 at 1:13:22 pm Pacific time
Current Expiry Date and Time:	May 6, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

**BODKIN, A DIVISION OF
BENNINGTON FINANCIAL CORP.**

Address
102-1465 NORTH SERVICE RD E
OAKVILLE ON
L6H 1A7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Debtor Information

TOWNHALL HOLDINGS LTD.

Address

19640 64 AVE
LANGLEY BC
V2Y 1H3 Canada

MORENO, RYAN

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

October 10, 1977

MORENO, RYAN RICHARD

Address

1268 216 ST
LANGLEY BC
V2Z 1R2 Canada

Birthdate

October 10, 1977

TOWNHALL HOLDINGS LTD.

Address

1450, 13401-108TH AVE
SURREY BC
V3T 5T3 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	DISCOVERY TANDEM TRUCK / -	1D9R11820G1713515



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

PURSUANT TO LEASE AGREEMENT 50014255, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50014255 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ,COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE ,TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 2016 DISCOVERY TANDEM 20 FT CUSTOM KITCHEN FOOD TRUCK TRUCK

Original Registering Party

AVS SYSTEMS INC.

Address

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

PERSONAL PROPERTY REGISTRY SEARCH RESULT
BC Registries and Online Services

Base Registration Number: 099395N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 9, 2021 at 7:01:34 am Pacific time
Current Expiry Date and Time: July 9, 2025 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD. **Address**
 P.O. BOX 908
 CALGARY AB
 T2P 2J6 Canada

Debtor Information

TOWNHALL HOLDINGS **Address**
 19640 64 AVE
 LANGLEY BC
 V2Y 1R3 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	FORD / TRANSIT 250	1FTBR1C85LKB34274

General Collateral

None.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**CONNECT FIRST CREDIT UNION
LTD.**

Address

P.O. BOX 908
CALGARY AB
T2P 2J6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 099408N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 9, 2021 at 7:02:11 am Pacific time
Current Expiry Date and Time: July 9, 2025 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD. **Address**
 P.O. BOX 908
 CALGARY AB
 T2P 2J6 Canada

Debtor Information

TOWNHALL HOLDINGS **Address**
 19640 64 AVE
 LANGLEY BC
 V2Y 1R3 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	FORD / TRANSIT 250	1FTBR1C81LKB34269

General Collateral

None.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**CONNECT FIRST CREDIT UNION
LTD.**

Address

P.O. BOX 908
CALGARY AB
T2P 2J6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 305626P

Registration Description: CROWN CHARGE FILED PURSUANT TO PROVINCIAL SALES TAX ACT
Act: MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time: January 17, 2023 at 11:42:44 am Pacific time
Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of June 1, 2023 at 4:12:11 pm Pacific time)

Secured Party Information

RECEIVABLES MANAGEMENT
OFFICE - LAURA CRUZ

Address

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

Debtor Information

TOWNHALL HOLDINGS LTD.

Address

5708 176 ST
SURREY BC
V3S 4C8 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

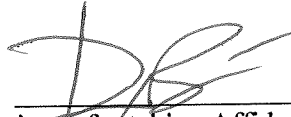
Original Registering Party

MINISTRY OF FINANCE

Address

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

This is Exhibit "L" to the Affidavit #1 of
André Joseph Bourque affirmed July 6 2023
before me at the City of Vancouver.



A Commissioner for taking Affidavits in and for
the Province of British Columbia.