

Form 6-4
(Rule 6-4)

COURT FILE NUMBER Q.B.G. 1076 of 2021

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
CANADIAN DEVELOPMENT STRATEGIES INC.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
CROSSROADS ONE INC.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
OAK AND ASH FARM LTD.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1143402 ALBERTA LTD.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2061778 ALBERTA LTD.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1216699 ALBERTA LTD.

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
DEAN RUNZER

AND

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LORI RUNZER


AFFIDAVIT OF NANCY HAVERSTOCK

I, **NANCY HAVERSTOCK**, of Sherwood Park, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am a named creditor in these proceedings, and as such, I have personal knowledge of the matters and facts herein described, except where stated to be on information and belief and, where so stated, I verily believe the same to be true.
2. I swear this Affidavit for the purpose of opposing the Applicants' request for:
 - (a) An Order pursuant to 50.4(9) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "BIA"); and
 - (b) An Order authorizing and directing MNP Ltd. (the "**Proposed Trustee**") to cause its legal counsel to release from its trust account to pay to Yvonne Hoeller the net remaining proceeds of the Pioneer Financing.
3. On or about January 10, 2022, my counsel, Miller Thomson LLP was contacted by the Proposed Trustee's counsel, W Law, seeking information in relation to paragraphs 9 (b) and (c) of the Order of Justice N.G. Gabrielson, issued on the 22nd of December, 2021 Winding Up the Trust and Vesting Trust Property in Beneficiary (the "**Order**"). A copy of the letter from W Law is attached as **Exhibit "A."**
4. In response, I instructed my counsel to advise W Law that we had uncovered what we believe to be an unexplained transaction which occurred either after or immediately prior to Dean Runzer's Notice of Intention to Make a Proposal.
5. Attached as **Exhibit "B"** is a copy of a British Columbia title for a property in the City of Langford (the "**Property**") which shows the registered owner as Dean Runzer (the "**Title**").
6. As can be seen by the Title, a mortgage had been registered against the Title by Yvonne Hoeller. I attach as **Exhibit "C"** a copy of the interest which was registered against title by Ms. Hoeller (the "**Hoeller Mortgage**").
7. Attached as **Exhibit "D"** is a copy of a more recent title to the Property which shows that ownership has been transferred and the Hoeller Mortgage has been discharged.

8. Based on the Affidavits of Lori Runzer, I do not believe that this transaction has been accounted for in any of the materials to date and it appears, in my opinion, that the discharge on the Property may have been done without consideration.
9. I am advised by my solicitor that there has not been a report from the Proposed Trustee's counsel in relation to the Hoeller Mortgage.
10. I am also of the opinion that the most recent materials filed on behalf of the Applicants discloses no reasonable chance of success and would like the court record to reflect that opinion.
11. I swear this Affidavit for the purpose of assisting the court and for no other reason.

SWORN before me ELECTRONICALLY at)
the City of Saskatoon in the Province of)
Saskatchewan, this 25th day of January,)
2022.)
)
)
)
)



Being a Solicitor



NANCY HAVERSTOCK

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Miller Thomson LLP
Name of lawyer in charge of file:	Dustin L. Gillanders
Address of legal firm:	Suite 300, 15 23 rd Street East Saskatoon, KS, S7K 0H6
Telephone number:	306.667.5616
Fax number (<i>if any</i>):	306.652.1586
Email address (<i>if any</i>):	dgillanders@millerthomson.com
File Number	0248630.0001

This is **Exhibit " A "** referred to in the Affidavit of Nancy
Haverstock sworn before me this 25th day of January, 2022.

A handwritten signature in black ink, consisting of a large, loopy initial 'N' followed by a horizontal line and a short vertical stroke.

A Commissioner for Oaths for Saskatchewan
Being a Solicitor



T: 306.244.2242 TF: 1.888.244.2242
E: info@wlaw.com
W: wlaw.com

Suite 300 110 – 21st Street E.
Saskatoon SK S7K 0B6

January 10, 2022

Reply To: Michael J. Russell
mrussell@wlaw.com

Miller Thomson LLP
2700, 10155 - 102 Street
Edmonton, AB T5J 4G8

Attention: Marie Dussault

Via Email: mdussault@millerthomson.com

Dear Madam:

**Re: QBG No. 1076 of 2021 - In the Matter of the Notice of Intention to Make a Proposal
of Canadian Development Strategies Inc. et al (FireSong Group)
Our File No.: 46151-2**

We are counsel to MNP Ltd., the Proposal Trustee in the above-captioned matter.

As you are aware, our office has been engaged to assist the Proposal Trustee, among other things, with an opinion in regard to the Hoeller Mortgage (as defined and described at paragraph 9 of the enclosed Order).

We write to invite your office to deliver to ours, on or before Wednesday, January 12, 2022, any documents or information that your client believes ought to be brought to the attention of the Proposal Trustee in regard to paragraphs 9(b) and (c) of the Order.

Any documents or information should be sent to me by email at the address above.

Yours truly,

W Law LLP


MICHAEL J. RUSSELL
For MJR LEGAL PROF. CORP.
MJR:af

Encl.

This is **Exhibit " B "** referred to in the Affidavit of Nancy
Haverstock sworn before me this 25th day of January, 2022.

A handwritten signature in black ink, consisting of a large, stylized loop with a vertical line extending downwards from the top of the loop.

A Commissioner for Oaths for Saskatchewan
Being a Solicitor

TITLE SEARCH PRINT

2022-01-10, 10:34:15

File Reference: 027-728-684

Requestor: Shaina Forber

Declared Value \$ 535000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

CA1005894

From Title Number

FB231095

Application Received

2008-12-19

Application Entered

2008-12-24

Title Cancelled

2021-04-20

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

DEAN RUNZER, BUSINESS OWNER
48 DAWSON CRESCENT
SHERWOOD PARK, BC
T8H 1Z6

Taxation Authority

Langford, City of

Description of Land

Parcel Identifier:

027-728-684

Legal Description:

STRATA LOT 26 SECTION 82 HIGHLAND DISTRICT STRATA PLAN VIS6714
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET137876

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET38059

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET91149

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET96734

TITLE SEARCH PRINT

File Reference: 027-728-684

Declared Value \$ 535000

2022-01-10, 10:34:15

Requestor: Shaina Forber

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV151155

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV48928

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV85847

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV90987

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EW40024

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA108924

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB27452

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	ET65734
Registration Date and Time:	2002-06-12 14:58
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA MODIFIED BY EW5425

Nature:	COVENANT
Registration Number:	EV147574
Registration Date and Time:	2003-12-04 14:49
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 9, VIP76197;

Nature:	RENT CHARGE
Registration Number:	EV147575
Registration Date and Time:	2003-12-04 14:49
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 9, VIP76197;

TITLE SEARCH PRINT

File Reference: 027-728-684

Declared Value \$ 535000

2022-01-10, 10:34:15

Requestor: Shaina Forber

Nature: STATUTORY RIGHT OF WAY
Registration Number: EV147578
Registration Date and Time: 2003-12-04 14:50
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PART FORMERLY LOT 9, VIP76197;

Nature: STATUTORY RIGHT OF WAY
Registration Number: EV147579
Registration Date and Time: 2003-12-04 14:50
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA
PART FORMERLY LOT 9, VIP76197;

Nature: COVENANT
Registration Number: EW5425
Registration Date and Time: 2004-01-16 09:11
Remarks: INTER ALIA
MODIFICATION OF ET65734

Nature: STATUTORY RIGHT OF WAY
Registration Number: FB231063
Registration Date and Time: 2008-11-20 10:10
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: FB231066
Registration Date and Time: 2008-11-20 10:12
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: RENT CHARGE
Registration Number: FB231067
Registration Date and Time: 2008-11-20 10:12
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT
Registration Number: FB231104
Registration Date and Time: 2008-11-20 10:16
Remarks: INTER ALIA
APPURTENANT TO LOT 1, PLAN VIP75509 EXCEPT THAT
PART IN PLAN VIP76365, VIP79028, VIP82848,
VIP82851 AND VIP85324

TITLE SEARCH PRINT

File Reference: 027-728-684

Declared Value \$ 535000

2022-01-10, 10:34:15
Requestor: Shaina Forber

Nature: MORTGAGE
Registration Number: CA1005895
Registration Date and Time: 2008-12-19 11:44
Registered Owner: THE TORONTO-DOMINION BANK

Nature: MORTGAGE
Registration Number: CA8132766
Registration Date and Time: 2020-04-09 12:12
Registered Owner: YVONNE HOELLER
Remarks: INTER ALIA


Nature: ASSIGNMENT OF RENTS
Registration Number: CA8132767
Registration Date and Time: 2020-04-09 12:12
Registered Owner: YVONNE HOELLER
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date: 2021-04-20
Description: All CA8880835

This is **Exhibit " C "** referred to in the Affidavit of Nancy
Haverstock sworn before me this 25th day of January, 2022.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

A Commissioner for Oaths for Saskatchewan
Being a Solicitor

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA8132766 CA8132767

LAND TITLE ACT
FORM B (Section 225)

Apr-09-2020 12:12:22.001

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 10 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.

Patricia Wright
BP5T9Q
Digitally signed by Patricia Wright BP5T9Q
Date: 2020.04.09 11:44:15 -07'00'

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

Patricia D. Wright & Associates
#610 - 1112 West Pender Street

File: 200091
LTO#: 010472, Phone: 604.682.8988
Carolyn Ryan, Auth-Agent

Vancouver BC V6E 2S1

Document Fees: \$149.74

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

SEE SCHEDULE

STC? YES

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

SEE SCHEDULE

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

YVONNE HOELLER, BUSINESSPERSON

563 ST. GILES ROAD
WEST VANCOUVER
CANADA

BRITISH COLUMBIA
V7S 1L7

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$380,000.00	(b) Interest Rate: 10.25%	(c) Interest Adjustment Date:	Y 20	M 3	D 15
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 15th day of each month	(f) First Payment Date:	20	4	15
(g) Amount of each periodic payment: \$3,246.00 (interest only)	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is 10.471% % per annum.	(i) Last Payment Date:	21	3	15
(j) Assignment of Rents which the applicant wants registered ? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: Paragraph 16, Pages 16 & 17 of MT940034	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:	21	3	15

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

D F Number: MT940034

(annexed to this mortgage as Part 2)

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

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

SEE SCHEDULE

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

Officer Signature(s)

Vincent Tong

Barrister & Solicitor

Veria Law, Suite #160, 2833
Broadmoor Blvd, Sherwood Park,
Alberta T8H 2M8 P: (780) 570 9108
Notary Public and Commission for
Oaths in and for Alberta

Execution Date

Y	M	D
20	03	17

Borrower(s) Signature(s)

Dean Runzer

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 D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
20	03	17

Vincent Tong

Barrister & Solicitor

Veria Law

Suite #160, 2833 Broadmoor Blvd

Sherwood Park, Alberta T8H 2M8

P: (780) 570 9108

Notary Public and Commission for
Oaths in and for Alberta

1143402 Alberta Ltd. by its authorized signatory(ies):

Name: Dean Clifford Runzer

Name: Lori Diane Runzer

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 D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

 Vincent Tong
 Barrister & Solicitor
 Veria Law
 Suite #160, 2833 Broadmoor Blvd
 Sherwood Park, Alberta T8H 2M8
 P: (780) 570 9108
 Notary Public and Commission for
 Oaths in and for Alberta

Y	M	D
20	03	17
20	03	17

 Dean Clifford Runzer, as Covenantor

 Vincent Tong
 Barrister & Solicitor
 Veria Law
 Suite #160, 2833 Broadmoor Blvd
 Sherwood Park, Alberta T8H 2M8
 P: (780) 570 9108
 Notary Public and Commission for
 Oaths in and for Alberta

 Lori Diane Runzer, as Covenantor

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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

009-889-183 LOT 25 DISTRICT LOTS 10353 AND 10354 KOOTENAY DISTRICT PLAN 14398

STC? YES

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

027-728-684 STRATA LOT 26 SECTION 82 HIGHLAND DISTRICT STRATA PLAN VIS6714

STC? YES

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

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 10 PAGES

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

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

as to PID: 009 889 183

1143402 Alberta Ltd.
48 Dawson Crescent, Sherwood Park, Alberta, T8H 1Z6

as to PID: 027 728 684

Dean Runzer
438 Estate Drive, Sherwood Park, Alberta, T8B 1L8

LAND TITLE ACT
FORM E
SCHEDULE

Page 7

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

10. ADDITIONAL OR MODIFIED TERMS:

A The Lender requires that the following individuals execute the Mortgage as Covenantors:

As to PID: 009 889 183

Dean Clifford Runzer and
Lori Diane Runzer
438 Estate Drive, Sherwood Park, Alberta, T8B 1L8

As to PID: 027 728 684

Lori Diane Runzer
438 Estate Drive, Sherwood Park, Alberta, T8B 1L8

B. Clause 5.(1)(n)(i) of Standard Mortgage Terms is deleted and the following is substituted therefore.

"(i) give the lender in each year post-dated cheques for all loan payments due for that year, and to provide the lender in advance with post-dated cheques to cover all payments due hereunder. In the event that any post-dated cheques are returned to the lender as non-negotiable after being presented for payment, or should the borrower be late in making the mortgage payment, the borrower shall pay for each such returned cheque or late payment the sum of \$150.00, as liquidated damages and not as penalty to the lender and such sum shall be a charge upon the said lands and bear interest at the rate herein before stated, and"

C. **BORROWER NOT A FARMER**

The borrower represents and warrants that the borrower is not a farmer as defined in the *Farm Debt Mediation Act* and the borrower covenants and agrees that during the term of this mortgage, the borrower will not engage in any activity which would have the effect of deeming the borrower a farmer within the meaning of the *Farm Debt Mediation Act*. In the event the borrower fails to comply with this provision such failure shall, at the option of the lender, constitute a default under this mortgage and the lender may pursue its remedies on default under this mortgage or any other security held by the lender.

D. As to PID: 027 728 684

This mortgage is subject to that certain mortgage in favour of The Toronto-Dominion Bank (hereinafter called the "Prior Mortgage") and interest thereon as therein provided. The borrower covenants and agrees to pay all monies payable pursuant to the terms of the aforesaid Prior Mortgage as and when the same shall be due and to observe or perform the borrower's covenants in the said Prior Mortgage contained and in the event the borrower shall default in payment of the said Prior Mortgage as aforesaid or shall fail to observe or perform the borrower's covenants therein contained then such default or failure shall constitute a default under the terms of this mortgage and the whole of the principal monies then remaining unpaid hereunder together with interest then

*LAND TITLE ACT***FORM E****SCHEDULE**

Page 8

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

accrued due thereon shall at the option of the lender forthwith become due and payable. And it is agreed that in the event of default in payment by the borrower of monies due and payable under and pursuant to the aforesaid Prior Mortgage the lender herein may pay the same and any monies so paid by the lender shall be forthwith due and payable by the borrower to the lender herein and shall bear interest at the rate aforesaid until paid and shall be added to the balance of monies due and owing pursuant to this mortgage.

E. Discharge of Mortgage - Fee Set by Regulation Pursuant to The Business Practice and Consumer Protection Act of B.C., Currently \$75.00

The Lender shall have reasonable time after request by the Borrower to prepare the payout statement and attend to execution of the discharge. The Borrower agrees to pay to the Lender the fee noted above for this service.

F. Discharge of Mortgage - Legal Services Fee

The Borrower agrees to pay to the Lender the account of the solicitor or notary public for the Lender for services provided with respect to the receipt of the payout funds, the preparation, execution and delivery of the discharge of this mortgage and associated services.

G. Sale, Transfer or Mortgage of Title

The Mortgagor agrees that it will in no way further encumber the Mortgaged Land without the prior consent in writing of the Mortgagee.

If the Mortgagor sells, conveys, transfers or enters into an agreement of sale or transfer of title of the land to a purchaser, grantee or transferee not approved in writing by the Mortgagee, then, at the option of the Mortgagee, all monies secured by the mortgage with accrued interest shall become due and payable at once.

If a purchaser, grantee or transferee fails to apply for and receive written consent of the Mortgagee, personally assume all the obligations of the Mortgagor and sign the Assumption Agreement of the Mortgagee, then the Mortgagee may, at its option, demand payment of all monies secured by the mortgage with accrued interest.

No sale or other dealing by the Mortgagor with the land or any part thereof or the equity of redemption shall in any way change the liability of the Mortgagor or any person liable for the obligations of the Mortgagor hereunder or in any way alter the rights of the Mortgagee as against any person liable for the payment of the monies hereby secured.

*LAND TITLE ACT***FORM E****SCHEDULE**

Page 9

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

Provided further that Section 31 of the Property Law Act, R.S.B.C 1996, Chapter 377, is hereby expressly waived.

F. Severability

If at any time any provision under this Mortgage in whole or in part is declared or held illegal, invalid or unenforceable under, or consistent with, any applicable law or would by reason of any such law render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid, unenforceable or inconsistent or would so render the Mortgagee unable to collect any such loss, and this Mortgage will continue in full force and effect and be construed as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision.

G. Miscellaneous Provisions

The Mortgagor shall have concluded arrangements to either repay or renew this mortgage loan thirty (30) days prior to the Balance Due Date specified in item 5(l) on page 1 hereof.

The Mortgagor will pay on demand, the Mortgagee's reasonable administrative costs and charges arising out of or incurred by the Mortgagee in connection with its administration or this Mortgage and the review, execution and delivery of any documents which the Mortgagee has requested to prepare or execute in connection herewith.

If any such amount is not paid on demand, it shall be added to the mortgage money and bear interest at the interest rate. The Mortgagee shall have the same right with respect to collection of any such amount as it does with respect to collection of the principal amount and interest under this Mortgage or in law or at equity.

The Mortgagor will not allow the land to be used, without the prior written consent of the Mortgagee, for a purpose other than that disclosed to the Mortgagee at the time the Mortgagor applied for the loan and/or credit facility secured by this Mortgage. At no time shall the land or any building thereon be used in a manner that would contravene any law, rule, regulation, order, direction, ordinance or regulation of any applicable government authority in force from time to time.

The borrower and the lender covenant and agree that should the lender allege a default on the part of the borrower, the lender shall be entitled, at its option, to commence foreclosure proceedings in either the New Westminster Registry or Vancouver Registry of the Supreme Court of British Columbia, notwithstanding that the lands and premises which are the subject of the foreclosure proceedings are not situate in either of the Judicial Districts of Vancouver or New Westminster respectively.

11. Prior Encumbrances Permitted by Lender:

As to PID: 009 889 183
Statutory Right of Way No. R10064

LAND TITLE ACT

FORM E

SCHEDULE

Page 10

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

As to PID: 027 728 684

Covenant No. ET65734, EV147574, EW5425, FB231066

Rent Charge No. EV147575, FB231067

Statutory Right of Way No. EV147578, EV147579, FB231063

Restrictive Covenant No. FB231104

Mortgage No. CA1005895 in favour of The Toronto-Dominion Bank

END OF DOCUMENT

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number:

PAGE 1 OF 2 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.

Patricia Wright BP5T9Q	Digitally signed by Patricia Wright BP5T9Q Date: 2020.04.09 12:03:03 -07'00'
---------------------------------------	--

Please see attached Certificate of Status for 1143402 Alberta Ltd.

NOTE:

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

**Government
of Alberta** ■

Corporate Access Number

2011434020

CERTIFICATE OF STATUS

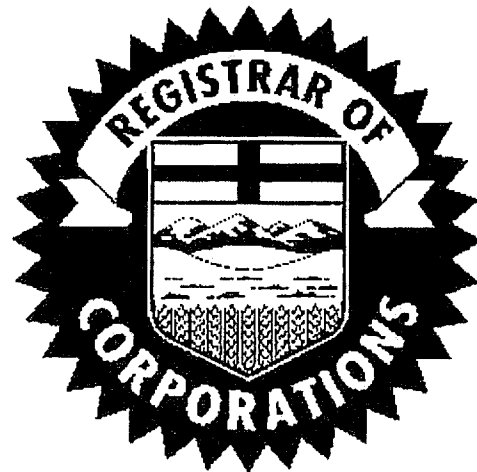
Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE
REGISTRY

1143402 ALBERTA LTD.
INCORPORATED IN ALBERTA ON 2004/12/17
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2020/04/01



This is **Exhibit "D"** referred to in the Affidavit of Nancy
Haverstock sworn before me this 25th day of January, 2022.

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. It appears to be a single name or set of initials.

A Commissioner for Oaths for Saskatchewan
Being a Solicitor

TITLE SEARCH PRINT

2022-01-10, 10:24:23

File Reference: 027-728-684

Requestor: Shaina Forber

Declared Value \$600000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VICTORIA
Land Title Office VICTORIA

Title Number CA8880835
From Title Number CA1005894

Application Received 2021-03-30

Application Entered 2021-04-20

Registered Owner in Fee Simple
Registered Owner/Mailing Address: NICHOLAS JAMES MCCUE, IT CONSULTANT
SAMANTHA ERIN BRATTY, IT CONSULTANT
406 2006 TROON COURT
VICTORIA, BC
V9B 6T4
AS JOINT TENANTS

Taxation Authority Langford, City of

Description of Land
Parcel Identifier: 027-728-684
Legal Description:
STRATA LOT 26 SECTION 82 HIGHLAND DISTRICT STRATA PLAN VIS6714
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET137876

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET38059

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET91149

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE ET96734

TITLE SEARCH PRINT

File Reference: 027-728-684

Declared Value \$600000

2022-01-10, 10:24:23

Requestor: Shaina Forber

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV151155

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV48928

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV85847

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV90987

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EW40024

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FA108924

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE FB27452

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	ET65734
Registration Date and Time:	2002-06-12 14:58
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA MODIFIED BY EW5425

Nature:	COVENANT
Registration Number:	EV147574
Registration Date and Time:	2003-12-04 14:49
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 9, VIP76197; MODIFIED BY CA9355770

Nature:	RENT CHARGE
Registration Number:	EV147575
Registration Date and Time:	2003-12-04 14:49
Registered Owner:	DISTRICT OF LANGFORD
Remarks:	INTER ALIA PART FORMERLY LOT 9, VIP76197;

TITLE SEARCH PRINT

2022-01-10, 10:24:23

File Reference: 027-728-684

Requestor: Shaina Forber

Declared Value \$600000

Nature: STATUTORY RIGHT OF WAY
Registration Number: EV147578
Registration Date and Time: 2003-12-04 14:50
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PART FORMERLY LOT 9, VIP76197;

Nature: STATUTORY RIGHT OF WAY
Registration Number: EV147579
Registration Date and Time: 2003-12-04 14:50
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA
PART FORMERLY LOT 9, VIP76197;

Nature: COVENANT
Registration Number: EW5425
Registration Date and Time: 2004-01-16 09:11
Remarks: INTER ALIA
MODIFICATION OF ET65734

Nature: STATUTORY RIGHT OF WAY
Registration Number: FB231063
Registration Date and Time: 2008-11-20 10:10
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: FB231066
Registration Date and Time: 2008-11-20 10:12
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: RENT CHARGE
Registration Number: FB231067
Registration Date and Time: 2008-11-20 10:12
Registered Owner: CITY OF LANGFORD
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT
Registration Number: FB231104
Registration Date and Time: 2008-11-20 10:16
Remarks: INTER ALIA
APPURTENANT TO LOT 1, PLAN VIP75509 EXCEPT THAT
PART IN PLAN VIP76365, VIP79028, VIP82848,
VIP82851 AND VIP85324

TITLE SEARCH PRINT

2022-01-10, 10:24:23

File Reference: 027-728-684

Requestor: Shaina Forber

Declared Value \$600000

Nature:	MORTGAGE
Registration Number:	CA8880836
Registration Date and Time:	2021-03-30 13:36
Registered Owner:	COMPUTERSHARE TRUST COMPANY OF CANADA INCORPORATION NO. A0052313

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE