



Affidavit #1 of Claudia Dennison
in this case made on
August 21, 2023

S - 235890

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ESTATE OF HORST KARL ASCHENBROICH AND
ESTATE OF HILDEGARD ELFRIEDE ASCHENBROICH

PETITIONERS

AND:

CON-TECH SYSTEMS LTD.

RESPONDENTS

A F F I D A V I T

I, **CLAUDIA DENNISON**, care of 2200 – 885 West Georgia Street, Vancouver, British Columbia, AFFIRM THAT:

1. I am the daughter of Horst Karl Aschenbroich ("**Horst**") and Hildegard Elfriede Aschenbroich ("**Hildegard**" and, together with Horst, the "**Aschenbroichs**"). As set out below, I (along with my sisters, Sonya Schmitz ("**Sonya**") and Sylvia Hart ("**Sylvia**") am an executor of both of my parents' respective estates (together, the "**Petitioners**"). My sisters and I have reviewed the books and records of the Petitioners and of Con-Tech Systems Ltd. ("**Con-Tech**") that are available to us. In addition, Sonya and I have consulted with employees of Con-Tech and with Greg Ibbott of MNP Ltd. As such, I have personal knowledge of the facts and matters hereinafter deposed to, save and except where they are stated to be on information and belief, in which case I verily believe the same to be true.
2. I am authorized to affirm this affidavit in support of the Petitioners' petition for an order, among other things, appointing MNP Ltd. (the "**Proposed Receiver**") as receiver and manager over all of Con-Tech's assets, properties, and undertakings. I affirm this Affidavit in support of that petition and for no other purpose.

A. The Parties

(i) Con-Tech

3. Con-Tech was founded by the Aschenbroichs in 1985 and was established in its current corporate form by amalgamation on July 31, 2013 pursuant to the laws of British Columbia. Attached hereto and marked as **Exhibit "A"** is a copy of a company summary for Con-Tech dated July 28, 2023.

4. Con-Tech is a supplier to the geo-technical construction industry. It provides quality products, including ground anchors, soil nails, high-capacity tie-down anchors and micropiles, as well as innovative solutions and technical support for construction projects in North America. It has supplied construction products, technology, and systems to various large-scale projects, including the Golden Gate Bridge and the Seven Mile Dam. Attached hereto and marked as **Exhibit "B"** is a copy of the homepage of Con-Tech's website (www.contechsystems.com).

5. Con-Tech is one of three companies comprising the Con-Tech Systems Group, the other two companies being Con-Tech International Ltd. ("**International**") and Con-Tech USA Systems Inc. ("**USA Systems**"). An organizational chart for the Con-Tech Systems Group is attached hereto and marked as **Exhibit "C"**.

6. International is a British Columbia company that was incorporated for the purpose of owning the shares in USA Systems (its only asset). It has no operations or income of its own. Its financial statements for the year ended July 31, 2022 indicate that International was indebted to Con-Tech in the amount of \$39,794. Attached hereto and marked as **Exhibit "D"** is a copy of the Compiled Financial Information of International for year ended July 31, 2022.

7. USA Systems is a Washington State corporation, with operations in the United States (see below). Its financial statements for the year ended July 31, 2022 indicate that USA Systems was indebted to Con-Tech in the amount of \$2,120,917 and had a net loss from its operations for the same period of \$902,933, and cumulative losses of \$3,565,729. Attached hereto and marked as **Exhibit "E"** is a copy of the Compiled Financial Information of USA Systems for the year ended July 31, 2022.

8. The Con-Tech Systems Group operates its business from premises in:

- (a) Delta, British Columbia, owned by the Petitioners;
- (b) Brockville, Ontario, owned by the Petitioners;

- (c) Tacoma, Washington (USA Systems); and
- (d) Charlotte, North Carolina (USA Systems), which location is in the process of being shut down.

(ii) The Aschenbroichs

9. Until his passing, Horst served as Con-Tech's sole director and officer and held positions as the company's Chief Executive Officer and President. While Con-Tech has other employees, Horst was the operating mind and the face of the company, and provided all (or virtually all) senior management functions for the Con-Tech Systems Group.

10. Hildegard, worked side-by-side with Horst at Con-Tech until 2009 when she retired from the business.

(iii) The Petitioners

11. On September 11, 2006, Hildegard executed her last will and testament, a copy of which is attached hereto and marked as **Exhibit "F"**. Hildegard died on April 17, 2023 and Horst was appointed as the executor of Hildegard's estate. After Horst's death, Sonya, Sylvia, and I were appointed executors of Hildegard's estate.

12. On May 25, 2023, my father executed his last will and testament, a copy of which is attached hereto as **Exhibit "G"**. Horst died on June 15, 2023 and Sonya, Sylvia, and I were appointed executors of Horst's estate.

13. Neither of my parents' wills have been probated at this time. I am advised by Sean Hogan, of Buckley Hogan Law Office, the Petitioners' wills and estates counsel, that the probate process will take several months.

B. Funds Advanced

(i) The Loan Agreement

14. From time-to-time over the years, the Aschenbroichs loaned money to Con-Tech to fund the company's capital investments and some of its operations. These funds were advanced pursuant to a loan agreement dated August 5, 2005 among the Aschenbroichs and Con-Tech (the "**Loan Agreement**"), a copy of which is attached hereto and marked as **Exhibit "H"**.

(ii) GSI

15. By a General Security Instrument dated August 5, 2005 (the "**GSI**") Con-Tech granted to the Aschenbroichs a security interest in all of Con-Tech's present and after-acquired personal property as security for the payment and performance of all of its obligations, indebtedness and liabilities to the Aschenbroichs. A copy of the GSI is attached hereto and marked as **Exhibit "I"**.

16. The Aschenbroich's security interests granted under the GSI were perfected by registration in the Personal Property Registry of British Columbia (the "**PPR**") with Base Registration No. 968519I made on November 23, 2015 and renewed on October 20, 2020. A copy of a search of the PPR dated July 19, 2023 showing this registration is attached hereto and marked as **Exhibit "J"**.

17. The PPR search results also show that the following parties have registered financing statements in respect of some or all of Con-Tech's personal property:

- (a) Meridian OneCap Credit Corp.;
- (b) LFC Webster19 Limited Partnership ("**Lanyard LP**");
- (c) Lanyard Investments Inc. ("**Lanyard GP**"); and
- (d) Aventus Capital Corp. ("**Aventus**").

(C) Financial Difficulties

18. Con-Tech's business was severely impacted by the global economic downturn in 2008. While they previously had provided some shareholder loans to Con-Tech, it was from this point that the Aschenbroichs began to loan significant amounts to Con-Tech to keep it solvent and operating. Some of these loans were funded by the proceeds of loans obtained, and secured by assets owned, by the Aschenbroichs personally. Based on information provided by Kenneth Burgess, of DuMoulin Boskovich LLP, counsel for the Aschenbroichs and Con-Tech, I believe these loans include, among others:

- (a) a loan in the principal amount of \$650,000 from Domain Mortgage Corp. (the "**Domain Loan**"). Attached hereto and marked as **Exhibit "K"** is a copy of a direction to pay dated June 15, 2018 which indicates that the sum of \$577,222.76 from the Domain Loan was paid to Con-Tech;

- (b) a loan in the principal amount of \$1,507,000 from Lanyard GP in its capacity as general partner of Lanyard LP (the "**Lanyard Loan**"), pursuant to a loan agreement dated May 21, 2019, a copy of which is attached hereto and marked as **Exhibit "L"**. Attached hereto and marked as **Exhibit "M"** is an unsigned direction to pay dated May 2019 which indicates that \$606,059.16 of the Lanyard Loan was used to pay out the Domain Loan and \$860,272.13 was paid to Con-Tech;
- (c) a loan in the principal amount of \$655,000 from Aventus (the "**Aventus Loan**"). Attached hereto and marked as **Exhibit "N"** is a copy of a direction to pay dated January 25, 2022 which indicates that:
 - (i) \$584,652.41 of the Aventus Loan was paid to Con-Tech;
 - (ii) \$10,805.21 was paid to Norton Stewart Business Lawyers in respect of outstanding invoices payable by Con-Tech; and
 - (iii) \$571.20 was paid to Norton Stewart Business Lawyers in respect of an outstanding invoice payable by International.
- (d) funds from lines of credit provided to Horst and Hildegard respectively by The Bank of Nova Scotia. The precise amounts advanced to Con-Tech are not known to me at this time.

19. Sonya, Sylvia, and I, as well as Cassels Brock & Blackwell LLP, counsel for the Petitioners in these proceedings, have made significant efforts to determine the precise amount owing by Con-Tech to the Petitioners. However, we have been unable to obtain this information at this time. Based on my discussions with employees of Con-Tech and the Petitioners' counsel, I believe a detailed review of the books and records of both Con-Tech and the Aschenbroichs likely will be necessary to identify the amount outstanding and secured by the GSI. Based on the information available, I believe that Con-Tech is indebted to the Petitioners in an amount in excess of \$7 million.

20. I am advised by Mr. Ibbott and believe that:

- (a) Horst engaged MNP Ltd. in or around July 2021 to explore various wind-down scenarios for the Con-Tech Systems Group; and

- (b) in the course of MNP Ltd.'s work with Horst, it became clear that the Con-Tech Systems Group was not viable in the short- or medium-term, absent material, ongoing third-party funding.

21. I am advised by Leela Wong, the Controller for Con-Tech that Con-Tech has outstanding accounts payable of approximately \$230,000, and monthly fixed expenses of approximately \$63,000. Since Horst's passing, my sisters and I have been contacted by numerous suppliers and other creditors of Con-Tech seeking payment for outstanding invoices.

22. Since Horst's passing, no new funds have been available to be loaned to Con-Tech to help fund its operations. Further, while there are certain management level employees who remain in place at Con-Tech, Horst was the operating mind and face of the company who provided the overall guidance and strategic management for the Con-Tech Systems Group. In his absence, that guidance is missing and the Con-Tech Systems Group is essentially rudderless.

23. Over the past several weeks, my sisters and I have been contacted by various employees of the Con-Tech who have expressed concern about the future of the company. In particular, given the uncertainty regarding the financial status of Con-Tech and the Con-Tech Systems Group more broadly, we have been unable to accept a number of new jobs that Con-Tech has been asked to work on, to the confusion and alarm of the employees. My sisters and I are concerned that the uncertainty surrounding Con-Tech's business going forward, without the guidance that Horst provided for many years, will lead to valued employees who are essential to Con-Tech's operations leaving to look for other employment.

24. In the circumstances, my sisters and I believe that the appointment of the Proposed Receiver is necessary and appropriate as it will allow the Proposed Receiver to, among other things:

- (a) take control of Con-Tech's business and assets to preserve and realize on its going-concern value in the interests of the company's creditors and stakeholders; and
- (b) identify and quantify the claims of Con-Tech's various creditors, and deal with those claims in an orderly manner.

(D) Proposed Receiver

25. I believe that the Proposed Receiver is qualified to act and is familiar with Con-Tech and the Con-Tech Systems Group more broadly. MNP Ltd. has consented to its appointment as receiver and manager of Con-Tech, if so ordered by this Court. Attached hereto and marked as **Exhibit "O"** is a copy of the Consent to Act as Receiver executed by an authorized signatory of the Proposed Receiver.

AFFIRMED BEFORE ME at the City of
Vancouver, in the Province of British
Columbia this 21 day of August, 2023.



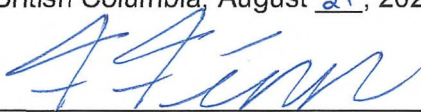
Commissioner for the taking of Affidavits in
and for the Province of British Columbia



CLAUDIA DENNISON

FORREST FINN
Barrister & Solicitor
Cassels Brock and Blackwell LLP
#2200 - 885 West Georgia Street
Vancouver, B.C. V6C 3E8
Phone: (778) 372-6779

This is Exhibit "A" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia



**BC Registry
Services**

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

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

BC Company Summary

For
CON-TECH SYSTEMS LTD.

Date and Time of Search: July 28, 2023 03:26 PM Pacific Time

Currency Date: September 20, 2022

ACTIVE

Incorporation Number: BC0976606

Name of Company: CON-TECH SYSTEMS LTD.

Business Number: 101127561 BC0002

Recognition Date and Time: July 31, 2013 11:59 PM Pacific Time as a result of an Amalgamation **In Liquidation:** No

Last Annual Report Filed: July 31, 2022 **Receiver:** No

COMPANY NAME INFORMATION

Previous Company Name

0975998 B.C. LTD.

Date of Company Name Change

August 01, 2013

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation

0975998 B.C. LTD.

CON-TECH SYSTEMS LTD.

Incorporation Number in BC

C0975998

BC0299096

REGISTERED OFFICE INFORMATION

Mailing Address:

BOX 12173 NELSON SQUARE
1301 - 808 NELSON STREET
VANCOUVER BC V6Z 2H2
CANADA

Delivery Address:

1301 - 808 NELSON STREET
VANCOUVER BC V6Z 2H2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

BOX 12173 NELSON SQUARE
1301 - 808 NELSON STREET
VANCOUVER BC V6Z 2H2
CANADA

Delivery Address:

1301 - 808 NELSON STREET
VANCOUVER BC V6Z 2H2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
ASCHENBROICH, HORST KARL

Mailing Address:
12646 - 54 AVENUE
SURREY BC V3X 3C2
CANADA

Delivery Address:
12646 - 54 AVENUE
SURREY BC V3X 3C2
CANADA

OFFICER INFORMATION AS AT July 31, 2022

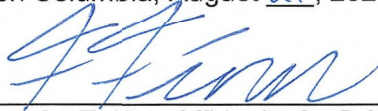
Last Name, First Name, Middle Name:
Aschenbroich, Horst Karl

Office(s) Held: (CEO, President)

Mailing Address:
12646 - 54 AVENUE
SURREY BC V3X 3C2
CANADA

Delivery Address:
12646 - 54 AVENUE
SURREY BC V3X 3C2
CANADA

This is Exhibit "B" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia



Subtleties of CTS®/IBO® Injection Anchors

To learn more about the requirements for Hollow Bars in Geo-Technical applications please click on "read more"...

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- [Hot Rolled Thread Bar](#)
- [CTS®/IBO® Hollow Bar](#)
- [Grouting with Groutals](#)

Technical Data

- [Tech Data](#)
- [2 of 3 pages](#)

Affiliations





Horst Aschenbroich
Con-Tech Systems, Ltd. And Con-Tech Systems USA Inc., Delta, BC

Mr. Aschenbroich serves as President of his Company that specializes in innovative solutions for the Geo-Support industry. He has vast experience in design and product supply and technical support for temporary and permanent ground anchors and soil nails, high capacity tie-down anchors, and micropiles. He also furnishes technical support for ground improvement techniques and supply of grouting equipment. He serves on several ADSC and DFI Committees.

[Read Full Article](#)

Pioneering Geo-Technical Solutions

What happens in the geo-technical industry when you mix research and creative thinking with decades of applied knowledge? At Con-Tech Systems, we believe the result is innovative technology and solution-oriented products like our CTS®/IBO® hollow bar anchor, soil nail and micropile systems and our environmentally conscious deep foundation system for wind turbine towers and transmission line towers. Since 1985, our geo-technical solutions have been supporting, stabilizing, retaining, anchoring, retrofitting and revolutionizing projects across North America.



If you want innovative thinking, reliable products and workable options for your next project, [call us](#) today.

Featured Projects



Alaska Highway Retaining Wall
Alaska



Golden Gate Bridge
San Francisco

Testimonials

Con-tech Systems has always risen to the occasion to deliver what is required for our projects. From large orders to emergency projects that

require material on short notice, their people are dedicated to ensuring our projects keep moving.

Todd Culp
Hayward Baker Inc.

Meet Us

Stay tuned for more events.

Updates coming soon.

[view all events...](#)

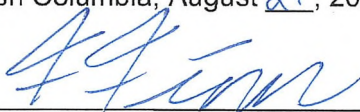
Latest News

Sign Up for
Con-Tech News

For Email Newsletters you can trust.

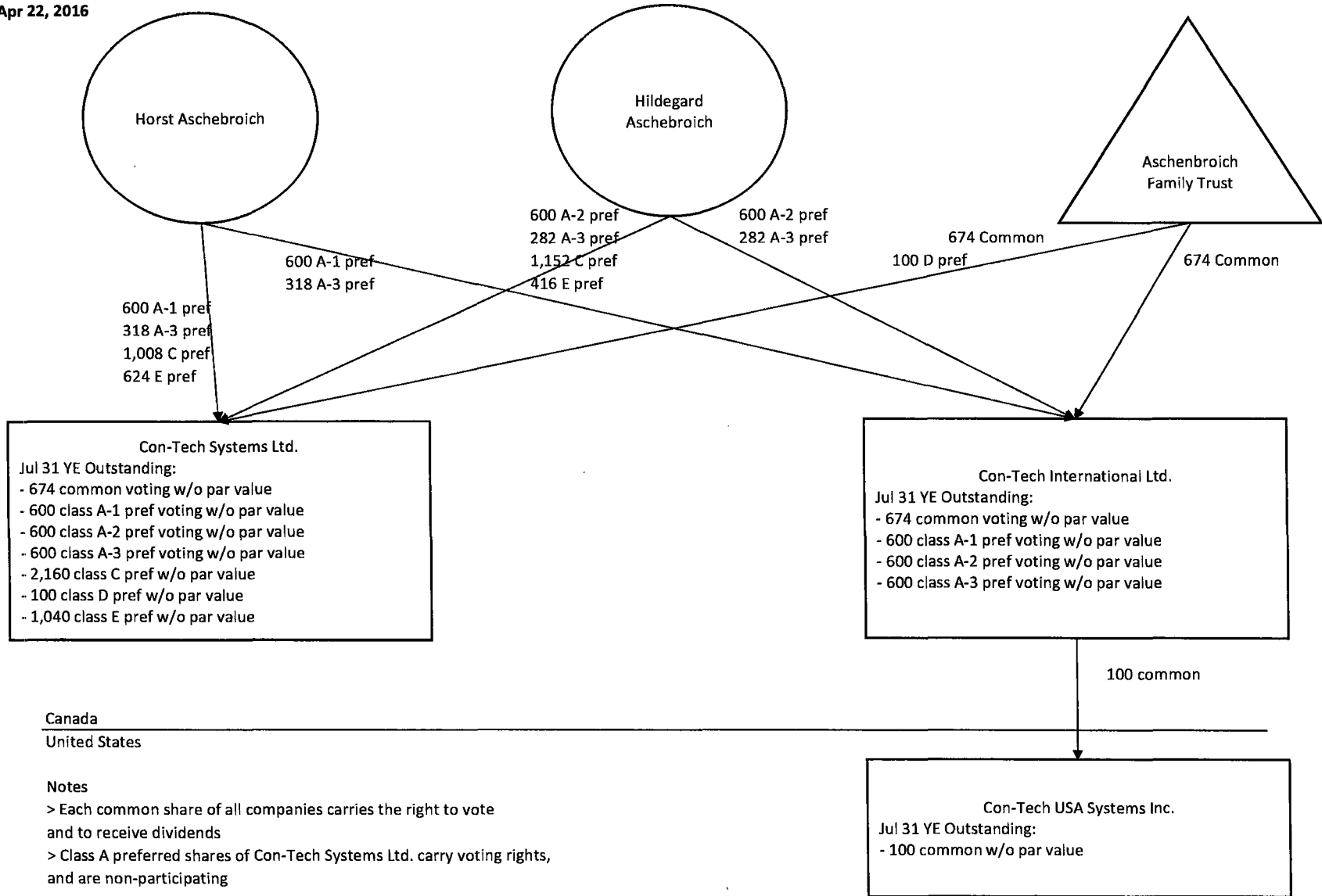
Request a Quote

This is Exhibit "C" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

Organizational Chart
Con-Tech Systems Group
As at Apr 22, 2016

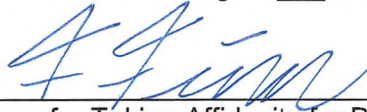


Canada
 United States

Notes

- > Each common share of all companies carries the right to vote and to receive dividends
- > Class A preferred shares of Con-Tech Systems Ltd. carry voting rights, and are non-participating

This is Exhibit "D" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

Con-Tech International Holdings Ltd.
Compiled Financial Information
July 31, 2022

Compilation Engagement Report

To the Management of Con-Tech International Holdings Ltd.:

On the basis of information provided by management, we have compiled the balance sheet of Con-Tech International Holdings Ltd. as at July 31, 2022, the statements of loss and deficit for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Surrey, British Columbia

December 21, 2022

MNP **LLP**

Chartered Professional Accountants

Con-Tech International Holdings Ltd.
Balance Sheet
As at July 31, 2022

	2022	2021
Assets		
Investment in Con-Tech Systems USA Inc.	130	130
	130	130
Liabilities		
Current		
Accrued liabilities	2,800	2,800
	2,800	2,800
Loan payable, Con-Tech Systems USA Inc.	130	130
Loan payable, Con-Tech Systems Ltd.	39,794	22,775
	42,724	25,705
Shareholders' Deficit		
Share capital	2,474	2,474
Deficit	(45,068)	(28,049)
	(42,594)	(25,575)
	130	130

Con-Tech International Holdings Ltd.
Statement of Loss and Deficit
For the year ended July 31, 2022

	2022	2021
Expenses		
Professional fees	17,019	1,427
Net loss	(17,019)	(1,427)
Deficit, beginning of year	(28,049)	(26,622)
Deficit, end of year	(45,068)	(28,049)

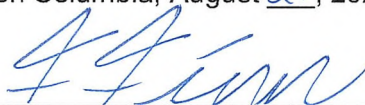
Con-Tech International Holdings Ltd.
Notes to the Compiled Financial Information
For the year ended July 31, 2022

1. Basis of accounting

The basis of accounting applied in the preparation of the financial information of Con-Tech International Holdings Ltd. as at July 31, 2022 is on the historical cost basis, reflecting cash transactions with the addition of:

- accounts payable and accrued liabilities
- current income taxes payable as at the reporting date

This is Exhibit "E" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

Con-Tech Systems USA Inc.
Compiled Financial Information
July 31, 2022

Compilation Engagement Report

To the Management of Con-Tech Systems USA Inc.:

On the basis of information provided by management, we have compiled the balance sheet of Con-Tech Systems USA Inc. as at July 31, 2022, the statements of loss and deficit for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Surrey, British Columbia

December 20, 2022

MNP **LLP**

Chartered Professional Accountants

Con-Tech Systems USA Inc.
Balance Sheet
As at July 31, 2022

	2022 (US \$)	2021 (US \$)
Assets		
Current		
Accounts receivable	753,632	399,278
Inventory	1,491,410	2,140,765
Prepaid expenses and deposits	31,992	32,078
	2,277,034	2,572,121
Property and equipment	132,305	162,171
Intangible assets	9,502	8,883
Loan receivable, Con-Tech International Holdings Ltd.	100	100
	2,418,941	2,743,275
Liabilities		
Current		
Bank indebtedness	88,091	281,531
Accounts payable and accruals	3,615,011	2,740,814
Sales tax payable	12,351	2,028
Current portion of long-term debt	5,000	115,003
Current portion of capital lease obligations	295	12,778
	3,720,748	3,152,154
Long-term debt	142,905	146,527
Loan payable, Con-Tech Systems Ltd.	2,120,917	2,107,290
	5,984,570	5,405,971
Shareholder's Deficit		
Share capital	100	100
Deficit	(3,565,729)	(2,662,796)
	(3,565,629)	(2,662,696)
	2,418,941	2,743,275

Con-Tech Systems USA Inc.
Statement of Loss and Deficit
For the year ended July 31, 2022

	2022	2022 % of Gross Revenue	2021	2021 % of Gross Revenue
Revenue	3,531,383	100.00	4,487,281	100.00
Cost of sales				
Materials	2,667,946	75.55	2,827,199	63.00
Wages	375,292	10.63	467,894	10.43
Other direct costs	194,153	5.50	449,903	10.03
	3,237,391	91.68	3,744,996	83.46
Gross margin	293,992	8.32	742,285	16.54
Expenses (Schedule 1)	1,196,925	33.90	1,092,152	24.33
Loss from operations	(902,933)	(25.58)	(349,867)	(7.79)
Other income				
Gain on disposal of assets	-	-	7,684	0.17
Forgiveness of debt	-	-	168,700	3.76
	-	-	176,384	3.93
Net loss	(902,933)	(25.58)	(173,483)	(3.86)
Deficit, beginning of year	(2,662,796)		(2,489,313)	
Deficit, end of year	(3,565,729)		(2,662,796)	

Con-Tech Systems USA Inc.
Notes to the Compiled Financial Information
For the year ended July 31, 2022

1. Basis of accounting

The basis of accounting applied in the preparation of the financial information of Con-Tech Systems USA Inc. as at July 31, 2022 is on the historical cost basis, reflecting cash transactions with the addition of:

- Accounts receivable less an allowance for doubtful accounts
- Inventory on a net realizable value basis
- Prepaid expenses and deposits
- Capitalization and amortization of property and equipment
- Capitalization and amortization of intangibles
- Capitalization of leased assets and related obligation
- Accounts payable and accrued liabilities
- Current income taxes payable as at the reporting date

2. Loan payable, Con-Tech Systems Ltd.

The loan payable to Con-Tech Systems Ltd., denominated in U.S. dollars, bearing interest at 2.43% (2021 - 1.57%), without repayment terms.

	2022	2021
Loan payable, Con-Tech Systems Ltd.	2,120,917	2,107,290

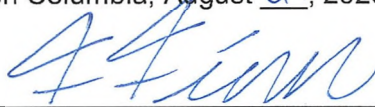
3. Income tax loss carry-forward

The Company has accumulated a non-capital loss carry-forward balance in the amount of \$2,540,811. Losses generated before December 31, 2017 tax years may be carried forward for 20 years and can be utilized to offset 100% of taxable income of the qualified tax period. Losses accumulated after January 1, 2018 may be carried over indefinitely and can be utilized to offset 80% of taxable income of the qualified tax period. The tax savings arising from these non-capital losses has not been included in the calculation of future income tax, as it is not practicable to determine when the future income tax asset may be realized. The non-capital loss carry-forward in the amount of \$449,342 from tax year ending July 31, 2016 will begin to expire in 2036. The non-capital loss carry-forward in the amount of \$2,091,469 from years ending July 31, 2019 to July 31, 2022 may be carried forward indefinitely.

Con-Tech Systems USA Inc.
Schedule 1 - Schedule of Expenses
For the year ended July 31, 2022

	2022 <i>(US \$)</i>	2022 <i>% of Gross Revenue</i>	2021 <i>(US \$)</i>	2021 <i>% of Gross Revenue</i>
Expenses				
Advertising and promotion	12,170	0.34	17,945	0.40
Amortization	30,274	0.86	35,141	0.78
Automotive	804	0.02	1,696	0.04
Business taxes and licences	7,867	0.22	6,953	0.15
Computer expenses	2,461	0.07	2,248	0.05
Dues and memberships	8,457	0.24	9,221	0.21
Insurance	11,833	0.34	11,159	0.25
Bank charges and interest	5,616	0.16	5,264	0.12
Interest on long-term debt	166,444	4.71	87,292	1.95
Management fees	282,000	7.99	276,000	6.15
Meals and entertainment	78	-	2,231	0.05
Office	7,372	0.21	11,653	0.26
Professional fees	23,794	0.67	8,219	0.18
Property taxes	35,921	1.02	36,779	0.82
Rental	292,799	8.29	268,799	5.99
Salaries, wages and benefits	254,496	7.21	237,952	5.30
Telephone	8,197	0.23	11,361	0.25
Travel	5,308	0.15	2,815	0.06
Utilities	39,034	1.11	37,424	0.83
Consulting	2,000	0.06	22,000	0.49
	1,196,925	33.90	1,092,152	24.33

This is Exhibit "F" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

THIS IS THE LAST WILL AND TESTAMENT of me, HILDEGARD ELFRIEDE ASCHENBROICH, of 12646 54th Avenue, in the City of Surrey, in the Province of British Columbia.

1. I REVOKE all wills and codicils previously made by me.

2. I APPOINT my husband, HORST KARL ASCHENBROICH, to be the sole executor and trustee of this my Will; PROVIDED that if my said husband should die either during my lifetime or after my death, but before the trusts hereof shall have terminated, or shall refuse or be unable to act or to continue to act as the executor and trustee of this my Will, then I APPOINT my daughters, SONYA SCHMITZ, SYLVIA HART and CLAUDIA DENNISON, or the survivors or survivor of them, to be the executors and trustees or executor and trustee, as the case may be, of this my Will in the place and stead of my said husband, and I hereinafter refer to the executors and trustees or executor and trustee, as the case may be, for the time being of this my Will, whether original or substituted, as "my Trustees" and wherever the plural is used in referring to my Trustees, the same shall be construed as meaning the singular where the context so requires.

3. IF ONE OR MORE of my Trustees should at any time and from time to time disagree as to the exercise or non-exercise of any discretion or power herein or by law conferred upon them, I DIRECT that the decision in the premises of the majority shall prevail, notwithstanding that any one or more of my Trustees may be personally interested or concerned in the matter in dispute or question. While I hereby exonerate from all liability whatsoever and whomsoever the minority of my Trustees in participating in the exercise or non-exercise of any such discretion or power with which such minority may in writing disagree, I NEVERTHELESS DIRECT that notwithstanding disagreement or personal interest such minority shall join and concur in the execution of any acts, deeds, documents, assurances, and writings of the majority.

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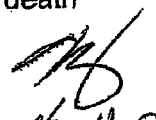


4. SHOULD my death occur before I receive the benefits of all registered retirement income funds, I DECLARE my husband, HORST KARL ASCHENBROICH (hereinafter sometimes referred to as "my husband HORST"), to be the designated beneficiary of such funds and direct that the proceeds of such funds be paid directly to him.

5. I GIVE, DEVISE AND BEQUEATH all the rest of my property of every nature and kind and wheresoever situate, including any property over which I may have a general power of appointment, to my Trustees upon the following trusts, namely:

5.1 To transfer any Class A-1 Preferred shares, Class A-2 Preferred shares and Class A-3 Preferred shares in the capital of 867624 Alberta Ltd. owned by me at the date of my death (hereinafter referred to as "Class A-1 shares", "Class A-2 shares" and "Class A-3 shares" respectively) and any Class C-1 Voting Preferred shares, Class C-2 Voting Preferred shares and Class C-3 Voting Preferred shares in the capital of Con-Tech Systems Ltd. owned by me at the date of my death (hereinafter referred to as "Class C-1 shares", "Class C-2 shares" and "Class C-3 shares" respectively) to my husband HORST, provided that should my said husband does not survive me for thirty (30) days:

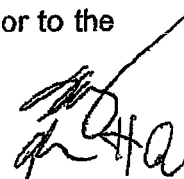
5.1.1 Subject to subparagraph 5.1.4, to transfer any Class A-1 shares and Class C-1 shares to my daughter SONYA SCHMITZ (in this subparagraph 5.1.1 referred to as "SONYA"); provided that should SONYA predecease me or die without fulfilling the condition in subparagraph 5.1.4 and before the period for her to do so has expired, while leaving children alive at the later of the date of SONYA's death and my death, to hold the Class A-1 shares and Class C-1 shares to which SONYA would have otherwise been entitled in trust in equal parts for the children of SONYA alive at the later of the date of SONYA's death



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and my death until the youngest of said children attains the age of 21 years (hereinafter referred to as "Vesting Date No.1") and, subject to subparagraph 5.1.4, upon Vesting Date No. 1 to transfer the Class A-1 shares and Class C-1 shares held for the said children of SONYA in equal parts to those of the children of SONYA alive at Vesting Date No. 1 or to the survivor of them, for their or his or her own use absolutely; provided that if there are no children of SONYA alive at the later of SONYA's death and my death or at Vesting Date No. 1, to transfer the Class A-1 shares and Class C-1 shares to which SONYA would have been entitled had she survived me equally to those of my other children alive at the later of SONYA's death and my death or at Vesting Date No. 1, as the case may be, or to the survivor of them.

5.1.2 Subject to subparagraph 5.1.4, to transfer any Class A-2 shares and Class C-2 shares to my daughter SYLVIA HART (in this subparagraph 5.1.2 referred to as "SYLVIA"); provided that should SYLVIA predecease me or die without fulfilling the condition in subparagraph 5.1.4 and before the period for her to do so has expired, while leaving children alive at the later of the date of SYLVIA's death and my death, to hold the Class A-2 shares and Class C-2 shares to which SYLVIA would have otherwise been entitled in trust in equal parts for the children of SYLVIA alive at the later of the date of SYLVIA's death and my death until the youngest of said children attains the age of 21 years (hereinafter referred to as "Vesting Date No.2") and, subject to subparagraph 5.1.4, upon Vesting Date No. 1 to transfer the Class A-2 shares and Class C-2 shares held for the said children of SYLVIA in equal parts to those of the children of SYLVIA alive at Vesting Date No. 2 or to the survivor of them, for their or his or her own use absolutely; provided that if there are no children of SYLVIA alive at the later of SYLVIA's death and my death or at Vesting Date No. 2, to transfer the Class A-2 shares and Class C-2 shares to which SYLVIA would have been entitled had she survived me equally to those of my other children alive at the later of SYLVIA's death and my death or at Vesting Date No. 2, as the case may be, or to the



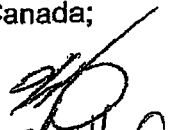
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survivor of them.

5.1.3 Subject to subparagraph 5.1.4, to transfer any Class A-3 shares and Class C-3 shares to my daughter CLAUDIA DENNISON (in this subparagraph 5.1.3 referred to as "CLAUDIA"); provided that should CLAUDIA predecease me or die without fulfilling the condition in subparagraph 5.1.4 and before the period for her to do so has expired, while leaving children alive at the later of the date of CLAUDIA's death and my death, to hold the Class A-3 shares and Class C -3 shares to which CLAUDIA would have otherwise been entitled in trust in equal parts for the children of CLAUDIA alive at the later of the date of CLAUDIA's death and my death until the youngest of said children attains the age of 21 years (hereinafter referred to as "Vesting Date No.3") and, subject to subparagraph 5.1.4, upon Vesting Date No. 3 to transfer the Class A-3 shares and Class C-3 shares held for the said children of CLAUDIA in equal parts to those of the children of CLAUDIA alive at Vesting Date No. 3 or to the survivor of them, for their or his or her own use absolutely; provided that if there are no children of CLAUDIA alive at the later of CLAUDIA's death and my death or at Vesting Date No. 3, to transfer the Class A-3 shares and Class C -3 shares to which CLAUDIA would have been entitled had she survived me equally to those of my other children alive at the later of CLAUDIA's death and my death or at Vesting Date No. 3, as the case may be, or to the survivor of them.

5.1.4 Each of the gifts set out in subparagraphs 5.1.1, 5.1.2 and 5.1.3 is conditional upon the applicable beneficiary first agreeing in writing to be bound by any shareholders' agreement to which I am bound at my death and which applies to the shares which are the subject of the gift, the agreement of such beneficiary to be in a form acceptable to my Trustees, acting reasonably. Such agreement must be delivered to my Trustees by the earlier of:

- (a) one year of obtaining letters probate of this Will in any registry in Canada;



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and

(b) two years from the date of my death;

except that in any case where the beneficiary is a child of one of my daughters, then the deadline for delivery of that beneficiary's agreement shall be the later of:

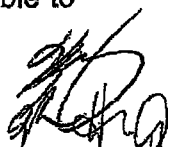
(c) the earlier of the dates described in (a) and (b) above;

(d) six months from the date of the death of the beneficiary's mother; and

(e) the date that the beneficiary attains the age of 21 years.

If a beneficiary does not fulfill the condition in this subparagraph 5.1.4 in the required manner then the provisions of subparagraph 5.1.1, 5.1.2 or 5.1.3 that would apply if that beneficiary had predeceased me without issue shall be applied as though that beneficiary did predecease me without issue and as though the date of my death was the day immediately after the deadline for fulfilling this condition expired.

5.2 To deliver to my husband HORST, if he survives me for thirty (30) days, all articles of personal, domestic and household use or ornament belonging to me at my death, including consumable stores and all automobiles and accessories thereto then owned by me; PROVIDED that should my said husband not survive me for thirty (30) days, to divide all such articles among those of my children and any other person or persons alive at my death as I may designate by separate memorandum found with this my Will or among my papers at my death, and failing any such memorandum, or to the extent any of such articles are not referred to in such memorandum, to divide such articles among those of my children alive at my death as they may agree, and if they fail or are unable to

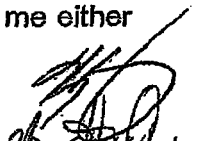


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agree, to divide such articles by lot among those of my children alive at my death according to the procedure my Trustees in their absolute discretion may determine, with a view to securing as fair and equitable a distribution of such articles as possible; AND whatever actual distribution shall be made by my Trustees (even though finally made in unequal amounts) shall be binding upon my said children and any of such articles not wanted by any of my said children shall fall into and form part of the residue of my estate.

5.3 To use their discretion in the realization of the balance of my estate, with power to sell, call in and convert into money any part of my estate not consisting of money at such times and upon such terms as in their absolute discretion they deem advisable, or to postpone the sale, calling in or conversion of any part of my estate or to retain any part of my estate in the form in which it may be at my death for such length of time as they in their absolute discretion consider advisable notwithstanding that such part of my estate may not be in the form of an investment in which trustees are authorized to invest trust funds; it being my wish and intent that notwithstanding anything to the contrary in this my Will contained, my Trustees may retain any shares owned by me at my death in any company or any interest owned by me at my death in any business for such length of time as my Trustees in their absolute discretion consider advisable.

5.4 To pay out of and charge to the capital of my general estate my just debts (including any indebtedness for taxes, interest and penalties under the *Income Tax Act (Canada)* or of any province in respect of any taxation year of mine including the taxation year in which I die), funeral and testamentary expenses and all estate, inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed so to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either



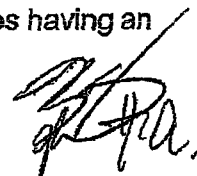
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during my lifetime or by survivorship or by this my Will or any codicil hereto and whether such duties or interests fall into possession at my death or at any subsequent time and I hereby authorize my Trustees to commute or prepay any such taxes or duties. This direction shall not extend to or include any such taxes or duties that may be payable by a purchaser or transferee in connection with any property transferred upon or after my death pursuant to any agreement with respect to such property.

5.5 If HORST does not survive me for thirty (30) days, to set aside a fund equal to Twenty Thousand Dollars (\$20,000) multiplied by the number of my grandchildren who survive me to be divided in such manner and distributed to such persons as my Trustees in their discretion see fit. I hope that my Trustees when dividing and distributing this fund, will consider any wishes I have made known to them. Any portion of this fund which my Trustees in their discretion determine not to distribute shall form part of the residue of my Estate;

5.6 To hold the balance of my estate upon the following trusts:

5.6.1 To invest and pay the net income therefrom to my husband HORST during his lifetime should he survive me for thirty (30) days; PROVIDED that my Trustees may at any time or times pay to my said husband such amount or amounts out of the capital of the balance of my estate as my Trustees in their discretion deem necessary or desirable for the maintenance, welfare, health, comfort and benefit of my said husband, it being my wish that my Trustees, in exercising their discretion, shall take into consideration both the manner in which my said husband has been accustomed to live prior to my demise, and the need to provide for him during the balance of his lifetime, with the intent that the welfare and comfort of my said husband outweigh the conservation of the balance of my estate for the benefit of any beneficiary or beneficiaries having an



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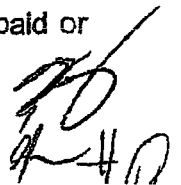
interest in the remainder of the balance of my estate upon the demise of my said husband.

5.6.2 Upon the death of the last to die of me and my said husband to deal with the balance of my estate then remaining as follows:

(a) Within one year following the death of the last to die of me and my said husband to sell, call in and convert into money, either for cash or credit or any combination thereof, such part of the capital of the balance of my estate then remaining as my Trustees may in their discretion determine.

(b) To divide the residue of my estate equally among my children, SONYA SCHMITZ, SYLVIA HART and CLAUDIA DENNISON; PROVIDED that should any of my said children predecease the last to die of me and my said husband (the date of death of the last to die of me and my said husband being referred to herein as the "Material Date"), I DIRECT that the share of the residue to which such deceased child would have been entitled had she been alive at the Material Date be held in trust in equal shares for the children of such deceased child alive at the Material Date, and for my issue, in accordance with the trusts set out in paragraph 5.6.3 of this my Will.

5.6.3 Any share of my estate held in trust for a grandchild of mine pursuant to paragraph 5.6.2(b) of this my Will shall be held for such grandchild and invested and the net income therefrom or so much thereof as my Trustees in their discretion consider advisable shall be paid to or for such grandchild until he or she attains the age of twenty-one (21) years, any income not so paid or applied in any year to be paid to such grandchild upon such grandchild attaining the age of twenty-one (21) years, and thereafter the net income therefrom shall be paid to such grandchild until he or she attains the age of twenty-seven (27) years when one-half of the capital of the share held for such grandchild shall be paid or

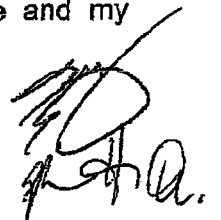
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transferred to him or her; and thereafter the net income from the remainder of the share held for such grandchild shall be paid to such grandchild until such grandchild attains the age of thirty-two (32) years when the remainder of the share held for such grandchild shall be paid or transferred to him or her; PROVIDED that my Trustees may at any time or times pay to or for such grandchild any amount or amounts out of the capital of such share that they in their absolute discretion consider advisable. If such grandchild should die before attaining the age of thirty-two (32) years the share of such grandchild or the amount thereof remaining shall be held by my Trustees in trust for the children of such grandchild alive at the death of such grandchild in equal shares or, if such grandchild should leave no child him or her surviving, in trust for my issue alive at the death of such grandchild on a per stirpes basis.

6. SAVE as otherwise specifically provided in this my Will, if any person should become entitled to any legacy or share of my estate pursuant to this my Will during his or her minority, the legacy or share of such person shall be held and kept invested by my Trustees and the income and capital, or so much thereof as my Trustees in their absolute discretion consider necessary or advisable, shall be used for the maintenance, education and benefit of such person until he or she attains the age of majority. My Trustees may, however, in their discretion pay or transfer all or any part of the legacy or share of such person to a parent or guardian of such person or to anyone to whom they in their discretion deem advisable to make such payment or transfer, whose receipt, to the extent and amount given, shall be a sufficient discharge to my Trustees, and my Trustees shall not be bound to see to the application thereof.

7. I DECLARE that my Trustees when making investments for my estate shall not be limited to investments authorized by law for trustees but may make any investments which in their discretion they consider advisable and my

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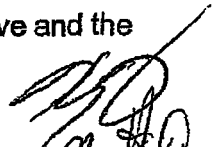
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Trustees shall not be liable for any loss to my estate resulting from any such investments made by them in good faith.

8. SO LONG as any real or leasehold property forming part of my estate shall remain unsold my Trustees shall be at liberty to let or lease the same from month to month, year to year, or for any term of years, and subject to the covenants and conditions as they shall think fit, and to accept surrenders of leases and tenancies, to expend money in repairs and improvements, to give options, and generally to manage the property. My Trustees shall also be at liberty to renew and keep renewed a mortgage or mortgages upon any of my real estate or to borrow money on any of my real estate upon the security of a mortgage or mortgages and to retire any mortgage or mortgages, or any renewal thereof, which may be in existence at the time of my death.

9. MY TRUSTEES may make any division of my estate or set aside or pay any share or interest therein, either wholly or in part, in the assets forming my estate at the time of my death or at the time of such division, setting aside or payment, and I expressly declare that my Trustees shall in their absolute discretion fix the value of my estate or any part thereof for the purpose of making any such division, setting aside or payment and their decision shall be final and binding upon all persons concerned. In fixing the value of the assets in my estate I DIRECT my Trustees to keep an even hand and I DIRECT them to take into account not only fair market value of capital property but also the basis of such capital property for tax purposes.

10. IF AT ANY time my Trustees hold in my estate any investment in or in connection with any company or corporation or in connection with any interest in real estate I authorize them to join in or take any action, or to exercise any rights, powers and privileges which at any time may exist or arise in connection with such investment to the same extent and as fully as I could if I were alive and the



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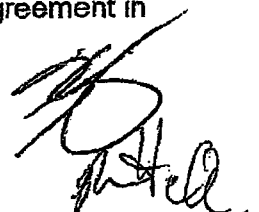
sole owner of the investment. I also authorize my Trustees to retain as an investment of my estate for such length of time as in their discretion they deem advisable any assets or other interest whatsoever acquired by them through the exercise of the powers hereinbefore given to them.

11. I GIVE to my Trustees in addition to all other powers contained in this my Will power to make all such allocations, elections and distributions as they shall deem in their absolute discretion to be in the best interests of my estate as a whole, and specifically any allocations and elections as may be necessary under the *Income Tax Act (Canada)* and the provisions thereof in force from time to time. Where any specific funds, shares or residue are created under this my Will my Trustees shall have the absolute power of determination as to the specific assets which shall form such fund, share or residue, as the case may be. I specifically exonerate my Trustees from responsibility with respect to any such allocations, elections or distributions which may result in liability to my estate or any beneficiary thereof if they act in good faith in the exercise of such power.

12. MY TRUSTEES shall have full power and authority to do all or any of the following things in connection with any company in which I or my Trustees may hold shares or debentures or other evidences of indebtedness:

12.1 To join in any plan for the reconstruction, reorganization or amalgamation of any such company or any part thereof and in pursuance of any such plan to accept any shares or other evidences of indebtedness in place of or in exchange for the shares or other evidences of indebtedness or other interest held by my estate in such company.

12.2 If in the exercise of their discretion, my Trustees consider it in the best interests of my estate so to do to enter into any pooling or other agreement in

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connection with my interest in such company and in the case of a sale thereof to give any options my Trustees may in their discretion consider advisable.

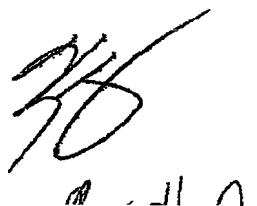
12.3 To act as a director in any such company (in which I or my Trustees may hold any shares or other evidences of indebtedness) or hold any other office, position or employment in any such company and to receive all fees, emoluments, salaries and remuneration payable in respect of such office, position or employment without being required to account therefor.

12.4 To retain in their existing form as investments of my estate for so long as my Trustees in their discretion shall see fit any shares, bonds, debentures or other evidences of indebtedness which I may own in any such company at the time of my death without being responsible for any loss occasioned thereby.

12.5 Generally in relation to any such company to take any action or exercise any rights and powers that I could do if alive and the sole owner thereof.

13. SUBJECT TO the trusts of this Will or any codicil hereto, my Trustees shall have the power as regards any part of my estate either with or without security to raise any sum or sums of money which my Trustees shall deem necessary or expedient and to secure the repayment of any sums so raised at such rate and on such terms as my Trustees shall deem fit for the payment of any debts of my estate and any legacies or any part thereof given by this my Will or any codicil hereto or the execution of any of the trusts and powers herein or therein contained.

14. I AUTHORIZE and empower my Trustees to agree and settle accounts with all persons liable to account to my estate and for that purpose to execute effectual receipts and discharges.

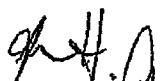
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15. I AUTHORIZE my Trustees, in their absolute discretion, to allocate funds forming part of my estate to either income or capital, and I declare that the decision of my Trustees in this regard shall be binding upon my beneficiaries.

16. I AUTHORIZE my Trustees, if they wish to do so, to appoint a trust company or investment management firm to manage my estate, or to act as their agent in respect of the management of my estate, and from time to time, in their discretion, to terminate any such appointment and make another. My Trustees are further authorized to fix the remuneration to be paid to such trust company or investment management firm and such remuneration is to be a charge upon my estate and payable out of the capital or income thereof in such proportions as my Trustees from time to time decide but the amount of any such remuneration is to be taken into account and deducted from the compensation to which my Trustees would, from time to time, be otherwise entitled. In making any such arrangement as aforesaid, I authorize my Trustees to place the investments comprising my estate, or any of them, in the custody of such trust company or investment management firm and to transfer such investments, or any of them, into the name of any such trust company or investment management firm, or any nominee thereof.

17. IN THE EVENT any trustee of this my Will, or the spouse or issue of such trustee, may be interested peculiarly or otherwise in the result of any exercise of discretion vested in my Trustees, it is my wish that such trustee leave the exercise of such discretion to his or her co-trustee or co-trustees, as the case may be, for the time being, concurring therein merely as a formal party.



18. That all property which passes to a beneficiary under this my Will, including any income and capital gains derived therefrom, shall be excluded from such beneficiary's family assets, as such term is defined in the Family Relations Act of the Province of British Columbia, as amended from time to time, and shall not fall into any community of property, partnership of acquests, family property or family assets which may exist between such beneficiary and his or her spouse under the laws of any relevant jurisdiction, but shall remain the private property of such beneficiary, free from the control or interests of his or her spouse.

IN WITNESS WHEREOF I have hereunto set my hand to this my Will, at the City of Vancouver, in the Province of British Columbia, this 11 day of September, 2006.

SIGNED, PUBLISHED AND DECLARED)
by the said Testatrix as and for her Last Will)
and Testament, in the presence of us, both)
present at the same time, who at her request,)
in her presence, and in the presence of each)
other, have hereunto subscribed our names)
as witnesses:)

Signature: 

Name: KENNETH R. BURGESS

Barrister & Solicitor

Address: 1600 Royal Centre, P.O. Box 11104

1055 West Georgia Street

Vancouver, B.C. V6E 3P3

(604) 687-0555

Occupation: _____


HILDEGARD ELFRIEDE ASCHENBROICH

Signature: 

Name: GRACE LEUNG

Legal Secretary

Address: 1600 Royal Centre, P.O. Box 11104

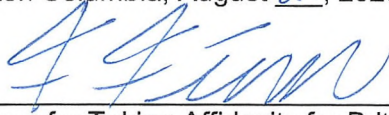
1055 West Georgia Street

Vancouver, B.C. V6E 3P3

(604) 687-0555

Occupation: _____

This is Exhibit "G" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

I, HORST KARL ASCHENBROICH, presently of 129646 54th Avenue, Surrey, British Columbia, HEREBY REVOKE all former Wills and Testamentary dispositions made by me and declare this to be my last Will and Testament.

INTERPRETATION

1. In this Will:
 - (a) the singular includes the plural and the masculine gender includes the feminine and vice versa;
 - (b) all captions are for convenience only and do not constitute a part of this Will;
 - (c) Unless expressly stated otherwise, it is a condition of every gift in this Will that it shall not vest until the beneficiary survives me for a period of thirty (30) clear days and where no period is specified the term "survive" shall mean "survive for a period of thirty (30) clear days";
 - (d) "decide" or "decides" means, when referring to a decision of my Trustees, a decision made in the discretion of my Trustees;
 - (e) "descendants" means all lineal descendants of the person referred to through all generations and "descendant" has the singular meaning, provided that adopted children shall be treated as being descendants of their adoptive parents only;
 - (f) "discretion" means absolute and unfettered discretion to the greatest extent permitted by law;
 - (g) "per stirpes" or "on a per stirpes basis" means the division of a gift among some, but not necessarily all, of the surviving descendants of a particular person. The process starts by creating an equal share for each member of the first generation of descendants who, at the division date, is alive or has left descendants of his or her own then alive. Each living member of that generation then receives one of such shares and each share created for a deceased member is then subdivided among the deceased member's descendants in the same way. As applicable, the process is repeated for each subsequent generation of descendants until the entire gift is distributed.

APPOINTMENT OF TRUSTEE

2. I APPOINT my daughters SONYA SCHMITZ ("SONYA"), SYLVIA HART ("SYLVIA") and CLAUDIA DENNISON ("CLAUDIA"), to be the Executors of this Will and Trustees of my Estate (after this referred to as my "Trustees").

TRUST PROVISIONS

3. I GIVE all my real and personal property wherever situated to my Trustee upon the following trusts:
 - (a) to deliver to such of SONYA, SYLVIA and CLAUDIA who survive me, such articles of personal, domestic and household use or ornament belonging to me at the time of my death, as my Trustees in their discretion see fit;
 - (b) to divide all of the shares of any corporation or company that are not

F AB h

- 2 -

publicly traded and that I own at my death equally among such of SONYA, SYLVIA and CLAUDIA who survive me. However, if any of my said daughters fails, to survive me but leaves descendants surviving me, then such descendants shall take, on a per stirpes basis, the share that such deceased daughter would otherwise have taken;

- (c) to sell, call in and convert the remainder of my Estate into money upon such terms and either for cash or for credit, or for part cash and part credit as my Trustees in their discretion see fit with power to retain any assets owned by me at my death which are otherwise required by law, or this Will, to be converted into money, as my Trustees in their discretion see fit, without being responsible for loss, and any assets so retained are authorized investments for all purposes of this Will;
- (d) to pay my just debts, funeral and testamentary expenses and to pay out of the capital of my Estate any duties or taxes which may become payable as a result of my death. This direction does not extend to or include any duties or taxes that may be payable by a purchaser in connection with any property transferred after my death pursuant to any agreement with respect to such property;
- (e) to divide the residue of my Estate equally between such of SONYA, SYLVIA and CLAUDIA who survive me, however, if any of my said daughters fails to survive me but leaves descendants surviving me, then, such descendants shall take, on a per stirpes basis, the share that such deceased daughter would otherwise have taken;
- (f) If anyone obtains a vested interest in any part of my estate and is under the age of nineteen (19) years, I direct my Trustees to hold that part and:
 - (i) to pay as much of the income and capital as my Trustees deem fit for that person's benefit until that person reaches the age of nineteen (19) years;
 - (ii) if my Trustees decide, to make those payments to that person's parent or guardian;
 - (iii) to add any unused income to the capital of that person's part of my Estate and then pay the capital to that person when he or she reaches 19, but if that person dies before reaching the age of nineteen (19) years, pay that person's part of my Estate to that person's estate; and
 - (iv) regardless of paragraph 3(f)(i) above, and at any time my Trustees decide, to pay some or all of that part of my Estate to that person's parent or guardian for that person's benefit, and when that parent or guardian receives that payment, my Trustees shall be thereby discharged for that payment and need not inquire about how it is used and the parent or guardian receiving the payment shall have all of the same powers to deal with it as those which are given to my Trustees in this Will.

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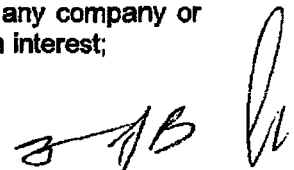
- 3 -

INVESTMENT POWER - REASONABLE PRUDENCE

4. I AUTHORIZE my Trustees to invest any monies realized by my Estate in any investment or investments which my Trustees in their absolute discretion deem advantageous to my Estate with liberty to vary and transpose such investments. My Trustees are not limited to investments expressly or impliedly authorized by law. In exercising the discretion conferred by this subsection, my Trustees shall exercise that degree of care, diligence and skill held by a reasonably prudent person. Without limiting the generality of the foregoing, I specifically authorize my Trustees to invest in any mutual funds, (including private mutual funds) pooled funds, common trust funds including any such mutual, pooled or common trust funds issued by any of my Trustees that is a corporate trustee, or any affiliate company or investment counsel or advisor to such corporate trustee, and I further authorize my Trustees, in their absolute discretion, to delegate the authority to direct the purchase and sale of securities in my Estate as such company or advisor in its absolute discretion considers advisable from time to time.

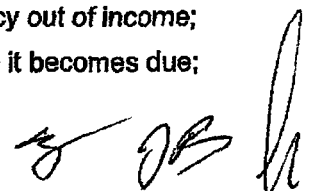
TRUSTEE POWERS

5. I DECLARE that, except to the extent that they are inconsistent with the express trusts set out above, my Trustees have the powers set forth below with respect to every trust created by this Will:
- (a) My Trustees may settle accounts and to compromise claims with all persons liable to account to my Estate and for that purpose to execute effectual releases;
 - (b) to make any distributions or payment to or for the benefit of any beneficiary who has not reached the age of nineteen (19) years to that person's parent or guardian without the need to inquire about how such payment is used;
 - (c) My Trustees may make payments, provisions or distributions required under this Will in whole or in part, in money, securities or other property, real or personal, and on every division or distribution, the decisions of and apportionments effected and all valuations made by my Trustees are conclusive and binding upon all persons concerned;
 - (d) My Trustees (or any of my Trustees) may delegate to any person (including if thought fit to any other Trustee) and may permit any such delegate to further delegate, at any time and for any period in any manner and upon any terms all or any of the trusts powers, duties and discretions imposed or conferred upon my Trustees by this Will or by law without being liable for the acts or defaults of any delegate;
 - (e) My Trustees may establish any company or other entity or any partnership in any jurisdiction and may consent to and participate in any structural change of any kind proposed in relation to any company or other entity or partnership in which my Trustees hold an interest;



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- (f) Unless my Trustees have knowledge of circumstances which call for enquiry, my Trustees may assume at all times that the business of any such company is being conducted diligently in the best interests of the company and that all information received is accurate and truthful;
- (g) My Trustees may, but are not bound to, exercise any control my Trustees may have over or to become involved in the conduct of the business of any proprietorship, partnership or company. My Trustees may leave the conduct of such business to the persons authorized to take part in the conduct thereof and shall not be bound to supervise them as long as my Trustees have no actual knowledge of any dishonesty relating to such business;
- (h) My Trustees may invest trust property in any manner as if my Trustees were the beneficial owner. In particular, my Trustees may invest in property in any part of the world and in unsecured loans;
- (i) My Trustees may pool or commingle the assets of any two or more of the trusts created by this Will;
- (j) My Trustees are under no obligation to diversify any trust;
- (k) My Trustees may retain any trust property within the trust indefinitely;
- (l) The acquisition of any property not within the meaning of the word "investment" strictly construed shall be deemed to be an authorized investment of trust property if my Trustees shall consider the same to be for the benefit of any one or more of the beneficiaries;
- (m) In particular but without prejudice to the generality of the foregoing my Trustees may invest all or any part of the trust in property of a speculative or high risk nature and my Trustees may acquire wasting assets or assets which yield little or no income for investment or any other purpose;
- (n) Where the trust property includes any real property, my Trustees may hold the real property on trust to either retain or sell it;
- (o) My Trustees may acquire property jointly with other persons;
- (p) My Trustees may effect any transaction relating to the management, administration or disposition of trust property as if my Trustees were the beneficial owner;
- (q) My Trustees may waive, reduce or extend the time of payment of and compromise claims in favour of or against trust property;
- (r) My Trustees may repair and maintain trust property;
- (s) My Trustees may develop, improve or subdivide trust property;
- (t) My Trustees may pay taxes and other expenses out of income although they would otherwise be paid out of capital;
- (u) My Trustees may pay premiums of any insurance policy out of income;
- (v) My Trustees may waive the payment of income before it becomes due;



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- (w) My Trustees are under no duty to hold a balance between conflicting interests of beneficiaries;
- (x) My Trustees may apply trust property as if it were income arising in the current year. In particular, my Trustees may pay such income to a beneficiary for the purpose of augmenting the income of that beneficiary;
- (y) My Trustees may permit a beneficiary to occupy or enjoy the use of any asset which is, in whole or in part, trust property on such terms as my Trustees thinks fit and my Trustees may acquire any interest in any property for this purpose;
- (z) My Trustees may lend trust money to any person including a beneficiary. The loan may be interest free and unsecured, or on such terms as my Trustees think fit;
- (aa) My Trustees may charge trust property as security for any debts or obligations of a beneficiary;
- (bb) My Trustees may carry on a trade, in any part of the world, alone or in partnership;
- (cc) My Trustees may borrow money for investment or any other purpose. Money borrowed shall be treated as trust property;
- (dd) My Trustees may insure trust property for any amount against any risk;
- (ee) My Trustees may employ and pay counsel, solicitors, accountants, investment advisors and other agents (even though any member of such counsel, solicitors, accountants, investment advisors and other agents may be a Trustee hereunder);
- (ff) My Trustees may take the opinion of legal counsel where necessary or appropriate anywhere in the world concerning any matter in any way relating to this settlement or the duties of my Trustees and may act in accordance with the opinion of such counsel;
- (gg) My Trustees may deposit documents relating to a trust (including bearer securities) with any person anywhere in the world;
- (hh) My Trustees may vest legal title to trust property in any person anywhere in the world as nominee, and may place trust property in the possession or control of such person;
- (ii) My Trustees may carry on the general administration of the trusts of this settlement outside the Province of British Columbia;
- (jj) My Trustees may indemnify another Trustee or any other person for any liability relating to trust property or this settlement;
- (kk) My Trustees may charge trust property as security for any liability incurred by the Trustee as such;
- (ll) My Trustees may ascertain the value of any trust property with or without the assistance of qualified agents. Any valuation made or accepted by my Trustees shall be binding on all beneficiaries;

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- (mm) My Trustees may sell, for cash or on credit and publicly or privately, grant options on, exchange or lease for any term any trust property;
- (nn) My Trustees may settle, compromise or waive any claim which is due to any one or more of my Trustees in the capacity of Trustee or which is owing by my Trustees in that capacity or made against my Trustees in that capacity upon such terms as my Trustees in my Trustees' discretion decide;
- (oo) My Trustees may institute or defend proceedings in any part of the world at the expense of the trust. My Trustees shall not be liable for failing to pursue any claim or litigation where the assets of the trust are insufficient to pay for the legal and other incidental costs of pursuing any such claim or litigation;
- (pp) My Trustees and any other person upon whom powers are conferred by this Will may by instrument in writing release wholly or in part any of their powers so as to bind their successors notwithstanding that such powers may be fiduciary in nature;
- (qq) Where trust property is to be paid or transferred to a charity, the receipt of the treasurer or appropriate officer of the charity shall be a complete discharge to my Trustees;
- (rr) my Trustees may incorporate any corporation or corporations as well as create any trust or trusts, under the laws of any jurisdiction in the world for the purposes of investing the whole or any part or parts of the trust property wholly or partly in shares or other securities of such company or companies or of such trust or trusts;
- (ss) my Trustees may deal with and vote any shares or other interests forming part of the trust property in any corporation or partnership and may assert any rights attached to such shares or other interests upon any change of capital for the reconstruction or reorganization of such corporation and to vote on the sale of assets or a winding up of any such corporation and to enter into any pooling, voting or other agreement with respect to such shares or other interests and with power to give any option with respect to such shares or other interests;
- (tt) My Trustees may do anything that is incidental or conducive to the exercise of the trusts and powers provided in this Will;

REPLACEMENT TRUSTEE

6. Each of my Trustees is entitled to appoint by *inter vivos* or testamentary instrument in writing, any person, including any corporation which is authorized by law to so act, as a substitute Trustee in his or her place. My Trustees may by deed appoint any person, including any corporation which is authorized by law to so act, to act as an additional Trustee and every person so appointed shall, before as well as after the trust property becomes by law or by assurance or otherwise vested in the person, have the same powers, authorities and discretions, and may in all respects act as if the person had been originally appointed a Trustee by this Will. Any appointment pursuant to this section 6

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which is contingent on the happening of some future event and which has been delivered by the appointing Trustee to the appointee may be revoked by the appointing Trustee only by *inter vivos* or testamentary instrument in writing specifically referring to this section and executed and delivered to the appointee prior to the happening of such event.

RESIGNATION OF TRUSTEE

7. Where a Trustee dies or resigns or refuses or is unfit to act or is removed for any other reason, the remaining Trustee, or Trustee, if any, may by *inter vivos* or testamentary instrument in writing appoint one or more other persons to be a Trustee or Trustee in the place of my Trustees so deceased, retiring, refusing or being unfit or being removed. Where there is a conflict between an appointment made pursuant to this section 7 and section 6, the appointment pursuant to section 6 shall prevail.

REMAINING TRUSTEE

8. In the absence of an appointment pursuant to section 6 or 7, where there is more than one Trustee and a Trustee dies or resigns or refuses or is unfit to act or is removed for any other reason, the remaining Trustee, or Trustee, if any, may continue to act without filling the vacancy.

DECISIONS OF TRUSTEE

9. Where there is more than one Trustee, then the decision of a majority of them shall prevail, however where a Trustee dissents in writing from a decision of the majority such Trustee shall not be held accountable for the decision taken.

RELEASE OF TRUSTEE

10. I exonerate my Trustees from any responsibility or liability for loss or damage which may result to my Estate through a bona fide exercise of any discretion contained in this Will.

The rest of this page is intentionally blank

A handwritten signature in black ink, appearing to be a stylized name, possibly 'J. L.', located in the bottom right corner of the page.

IN TESTIMONY WHEREOF I have, to this my Last Will and Testament written upon this and the preceding seven (7) pages of paper, subscribed my name this 25 day of May, A.D. 2023.

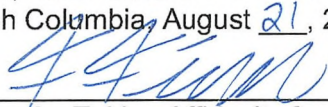
SIGNED, PUBLISHED AND DECLARED by)
the said Testator for his Last Will and)
Testament in the presence of us both)
present at the same time, who, at his)
request, and in his presence and in the)
presence of each other have hereunto)
subscribed our names as witnesses.)

Name: Julia Burford
Address: 1708 Arborlynn Dr.
City: N. Van BC
Occupation: Receptionist

Name: 
Address: **KENNETH R. BURGESS**
Barrister & Solicitor
City: **1301 (808) Nelson Street**
Vancouver, B.C. V6Z 2H2
Occupation: **(604) 669-5500**


HORST KARL ASCHENBROICH

This is Exhibit "H" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

HORST KARL ASCHENBROICH
and
HILDEGARD ELFRIEDE ASCHENBROICH
12646 - 54th Avenue
Surrey, BC
V3X 3C2

Con-Tech Systems Ltd.
8150 River Road
Delta, BC
V4G 1B5

Dear Sirs:

Re: Loan(s) from HORST KARL ASCHENBROICH, HILDEGARD ELFRIEDE ASCHENBROICH (the "Lenders") to CON-TECH SYSTEMS LTD. (the "Borrower")

The Lenders have advanced funds, and may make further advances from time to time to the Borrower (the amount of all such advances outstanding from time to time hereinafter called the "Loan"). The parties hereby agree that the terms of the Loan are as follows:

1. **Principal Amount:** The Principal Amount, for the purposes of this Agreement, is the total of all advances made from time to time by the Lenders (whether made separately or jointly) to the Borrower less the total of all principal repayments made pursuant to the terms of this Agreement. The Lenders may, from time to time, provide the Borrower with setting out the Principal Amount and such statement shall be conclusive and binding on the Borrower. The parties agree that the Lenders are not obligated to make any advances to the Borrower after the date of this Agreement.
2. **Interest:** Unless otherwise agreed by the Lenders and the Borrower at the time of an advance, no interest shall accrue on the Principal Amount until demand has been made. Thereafter, interest shall accrue at the Prime Rate plus 10% per annum calculated semi-annually, not in advance. For the purposes of this Agreement, "Prime Rate" means the floating annual rate of interest established from time to time by the Royal Bank of Canada (the "Bank") as the reference rate used by the Bank to determine rates of interest payable to it by borrowers on Canadian dollar denominated loans made by the Bank in Canada and designated or published or declared from time to time by the Bank as its prime rate, and shall change automatically, without notice to the Borrower, on each date the Prime Rate is changed by the Bank.
3. **Repayment:** The Principal Amount, and all accrued Interest, shall be payable on demand.
4. **Prepayment:** The Borrower may prepay the whole or any part of the amount outstanding under the Loan at any time.
5. **Application of Payments:** Each payment shall be applied firstly in satisfaction of interest accrued to the date of payment, and the balance, if any, in reduction of principal.

6. **Security:** The Borrower shall provide the Lenders with a General Security Instrument charging all of the Borrower's present and after acquired personal property and a floating charge on land.
7. **Advances:** The Lenders are under no obligation to make any further advance or advances to the Borrower.
8. **Extensions:** The Lenders may grant extensions, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Borrower and with other parties, sureties or securities as the Lenders may see fit, without prejudice to its rights hereunder or under any other documentation incidental to the securing of the Loan.
9. **Waiver:** The Lenders may waive any breach by the Borrower of this loan agreement or any default by the Borrower in the observance or performance of any covenants or conditions required to be observed or performed by the Borrower. No failure or delay on the part of the Lenders to exercise any right, power or remedy given herein, in any Security now or hereafter held by the Lenders or by statute or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other exercise thereof or the exercise of any other right, power or remedy, nor shall any waiver by the Lenders be deemed to be a waiver of any subsequent similar or other event.
10. **Covenants:**
 - (a) **Continuing Covenant:** The Borrower covenants and agrees with the Lenders that, except with the prior written consent of the Lenders until all amounts due or to become due under this Agreement have been paid in full, it will duly perform and observe each and all of its covenants and agreements set forth in this agreement.
 - (b) **Inspection:** The Borrower will permit the Lenders at any time and from time to time to inspect the Borrower's books of account and other records.
 - (c) **Binding Effect:** This agreement and all other documents referred to herein have been duly and validly authorized, executed and delivered by the Borrower to the Lenders and are valid obligations of the Borrower, legally binding on it and enforceable in accordance with their respective terms.
 - (d) **Compliance with Other Instruments:** The Borrower warrants that it is not in default under any agreement or instrument to which it is a party which may materially adversely effect its business or financial condition.
11. **Events of Default:** Any one or more of the following events shall constitute an event of default:
 - (a) the failure by the Borrower to make any payment on its due date;
 - (b) the failure by the Borrower to perform or observe any of the covenants, conditions or agreements to be performed or observed by the Borrower hereunder, or under the terms of any other indebtedness of the Borrower to the Lenders incurred either before or after the date hereof which such failure shall continue unremedied for a

period of five (5) days after delivery by the Lenders of written notice thereof to the Borrower;

- (c) if the Borrower should become insolvent or the making by the Borrower of a proposal or a general assignment for the benefit of its creditors or other acknowledgment of its insolvency.
12. **Remedies Upon Default:** Upon the occurrence of any of event of default and at any time thereafter, provided that the Borrower has not remedied all outstanding events of default, the Lenders may, in their discretion, by notice to the Borrower, declare this agreement to be in default. At any time thereafter, at their discretion, the Lenders may:
- (a) declare the then outstanding balance on the Loan, Interest, costs and all other monies owing by the Borrower to be immediately due and payable, and such liabilities shall forthwith become due and payable without presentment, demand, protest, or other notice of any kind to the Borrower, all of which are hereby expressly waived; and
 - (b) exercise any or all of its remedies under the Note and any other security held from the Borrower.
13. **Payment Dates:** If the date upon which any act or payment hereunder is required to be done or made falls on a day which is not a business day, then such act or payment shall be performed or made on the next subsequent business day.
14. **Severability:** If any one or more of the provisions contained in this agreement should be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected thereby.
15. **Place of Payments:** All payments required to be paid hereunder shall be paid to the Lenders at the address set out above or to such other address as the Lenders may give written notice of from time to time.
16. **Notices:** Any notice, direction or other instrument required or permitted to be given under this loan agreement shall be in writing and may be given by delivery of same or mailing same by registered mail or sending same by telegram, telex, telecommunication device or other similar form of communication to the following addresses:

IF TO THE LENDERS: As set out above

IF TO THE BORROWER: As set out above

Any notice, direction or instrument aforesaid shall:

- (a) if delivered, be deemed to have been made or given at the time of delivery; and
- (b) if mailed by registered mail and properly addressed be deemed or have been given or made on the fifth day following the day on which it was so mailed;

provided that if mailed, should there be, at the time of mailing or between the time of mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall be only effective if actually delivered;

(c) if sent by telegraph, telex, telecommunication device or other similar form of communication, be deemed to have been given or made on the day following the day on which it was sent.

17. **Change of Address:** Any party may give written notice of change of address in the same manner, in which event such notice shall thereafter be given to it as above provided at such changed address.
18. **Counterparts:** This agreement may be signed in counterparts with the same effect as if the parties hereto had executed the same document and such counterparts may be executed and delivered by way of facsimile or other means of transmitting legible images.

Please confirm your agreement with the above terms and conditions by signing and returning the enclosed duplicate copy of this letter.

Yours very truly,

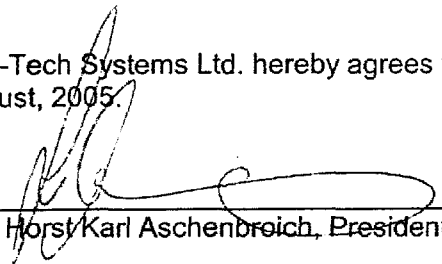


HORST KARL ASCHENBROICH



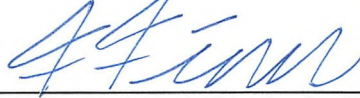
HILDEGARD ELFRIEDE ASCHENBROICH

Con-Tech Systems Ltd. hereby agrees to the above terms and conditions as of this 5th day of August, 2005.



Per: Horst Karl Aschenbroich, President

This is Exhibit "1" referred to in the Affidavit of Claudia
Dennison, sworn before me at Vancouver, Province
of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

GENERAL SECURITY INSTRUMENT

This General Security Instrument granted the 5th day of August, 2005.

BY:

CON-TECH SYSTEMS LTD., a company incorporated under the laws of British Columbia and having its registered and records office at #1600 - 1055 West Georgia Street, Vancouver, BC, V6E 3P3

(the "Debtor")

IN FAVOUR OF:

**HORST KARL ASCHENBROICH, Businessman, and
HILDEGARD ELFRIEDE ASCHENBROICH,
Businesswoman**, both of 12646 54th Avenue, Surrey, BC,
V3X 3C2

(the "Secured Party")

ARTICLE 1 - CREATION OF SECURITY INTEREST

1.1 The Debtor hereby grants to the Secured Party the security interests in the collateral referred to in Section 2.1 hereof, to secure the payment or performance of all obligations, indebtedness and liabilities of the Debtor to the Secured Party, whether incurred prior to, at the time of or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Secured Party, direct or indirect, joint, several or both, wheresoever and howsoever incurred and any ultimate unpaid balance thereof, including, without restricting the generality of the foregoing, future advances to the Debtor of every kind, including those made under fixed or revolving credits established from time to time and letters of credit whether or not drawn upon, issued by the Secured Party with respect to the Debtor.

ARTICLE 2 - COLLATERAL

2.1 The collateral subject to the security interests created herein are:

2.1.1 all of the Debtor's present and after acquired personal property (hereinafter collectively referred to as the "Personal Property") and without limiting the generality of the foregoing includes:

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(a) **Inventory**

- (i) the inventory of the Debtor, including all goods, merchandise, raw materials, work in progress, finished goods, and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in the Debtor's business;

(hereinafter collectively referred to as "Inventory")

(b) **Equipment**

- (i) all machinery, equipment and other tangible personal property now owned or hereafter acquired by the Debtor and not included in the aforesaid security interests described in subsection (a) above;

(hereinafter collectively referred to as "Equipment")

(c) **Accounts Receivable**

- (i) all debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- (ii) all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims; and
- (iii) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands choses in action and claims;

(hereinafter collectively referred to as "Accounts Receivable")

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(d) **Intangibles**

- (i) all intangible personal property now owned or hereafter acquired by the Debtor and not included in the aforesaid security interests, including without limitation all contractual rights, leasehold interests, goodwill, patents, trademarks, trade names, domain names, copyrights, industrial designs and other industrial or intellectual property or rights therein, under license or otherwise;

(hereinafter collectively referred to as "Intangibles")

(e) **Other Personal Property**

- (i) all of the remaining personal property of the Debtor of every kind now owned or hereafter acquired by the Debtor (except such property as is validly and effectively subject to the foregoing security interests) including documents of title chattel paper, instruments, securities and money; and

(hereinafter collectively referred to as "Other Personal Property")

(f) **Proceeds**

- (i) all proceeds derived directly or indirectly therefrom including, without limiting the generality of the foregoing, proceeds of sale, lease or other dispositions of any property subject to all of the foregoing security interests, proceeds of a kind similar to the above described items, and money, cheques or deposit accounts in deposit taking institutions.

(hereinafter collectively referred to as "Proceeds")

2.1.2 a floating charge in favour of the Secured Party of:

- (a) all the Debtor's presently owned or held and after acquired or held real, immovable, and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements, and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant, and other fixtures.

(hereinafter collectively referred to as "Real Property")

(All of the foregoing (namely the Personal Property and Real Estate) are collectively referred to as the "Collateral")

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2.2 Notwithstanding anything else in this Instrument, the Collateral shall not include the last day of any term of years reserved by any lease, verbal or written, or any agreement therefrom, now held or hereafter acquired by the Debtor but the Debtor shall stand possessed of the reversion remaining in the Debtor of any leasehold premises, for the time being demised, as aforesaid, upon trust to assign and dispose thereof as the Secured Party shall direct; and upon any sale of the leasehold premises, or any part thereof, the Secured Party for the purpose of vesting the aforesaid reversion of any such term or any renewal thereof and any purchaser or purchasers thereof shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid reversion of any such term or any renewal thereof in the place of the Debtor and divest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligations respecting the same.

2.3 The security interests shall be general and continuing security interests notwithstanding any dealing by the Secured Party with the Debtor or any other person claiming under or with respect to the Debtor or the Collateral, notwithstanding any other title retention agreement, commercial pledge, right of resale, security interest or other encumbrance whatsoever, and notwithstanding that the indebtedness of the Debtor to the Secured Party may be reduced to a nil balance or be repaid and further advances made from time to time.

ARTICLE 3 - SALES IN ORDINARY COURSE OF BUSINESS

3.1 The Debtor shall have no right to sell, lease or dispose of any of the Collateral except for a sale of Inventory in the ordinary course of business upon customary sales terms for value received and then only upon the express condition that on or before delivery to a third party the Debtor shall secure full settlement of the entire purchase price for the Collateral so sold in cash, notes, chattel paper or other property in form satisfactory to the Secured Party. Until the Debtor shall have made settlement with the Secured Party of the full amount due to the Secured Party with respect to all such Collateral sold or disposed of by the Debtor, the Debtor shall aggregate such cash, notes, chattel paper or other property and hold the same in trust for the Secured Party and the Secured Party shall have a security interest therein. The Debtor shall be entitled to transfer such notes or chattel paper free of such trust if at or prior to the time of such transfer the payment due from the Debtor to the Secured Party shall be assured to the satisfaction of the Secured Party.

- 5 -

ARTICLE 4 - WARRANTIES OF DEBTOR

4.1 The Debtor hereby warrants to the Secured Party that:

- (a) if it is a corporation then it is duly organized and validly existing under the laws of British Columbia and it is duly qualified to conduct its business in British Columbia, and the execution, delivery and performance hereto are within its corporate powers, have been duly authorized and do not contravene, violate or conflict with any law or the terms of its constating documents or any indenture or agreement to which it is a party;
- (b) except for the security interests granted hereby and any expressly permitted security interests having priority over the security interests granted hereby, the Debtor is or will be the owner of, or have an interest in, the Collateral free from any adverse liens, security interest or encumbrances, and agrees that it will defend the Collateral against all claims and demands of all persons, firms or bodies corporate at any time claiming the same or any interest therein; and
- (c) the security interests herein are given and taken as additional security for the payment of the monies payable under other security instruments between the Debtor and the Secured Party, and not in substitution therefor.

ARTICLE 5 - UNDERTAKINGS OF DEBTOR

5.1 The Debtor hereby undertakes to:

- (a) promptly pay all obligations, indebtedness and liabilities owing to the Secured Party as they become due or are demanded;
- (b) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired, reasonable wear and tear excepted;
- (c) not, without the consent in writing of the Secured Party, create any security interest, mortgage, hypothec, charge, lien or other encumbrance upon the Collateral or any part thereof ranking or purporting to rank in priority to or *pari passu* with the security interests created by this Instrument, except that the Debtor may create a purchase money security interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Secured Party pursuant to the provisions of the *Personal Property Security Act* of British Columbia;

- 6 -

- (d) defend the title to the Collateral against all persons, firms or bodies corporate claiming any interest in the Collateral or any part thereof;
- (e) not, without the prior written consent of the Secured Party remove the Collateral or any part thereof from the location where the Debtor carries on its business within the Province of British Columbia, except for rentals, machinery demonstrations, repairs and maintenance in the ordinary course of business which shall take place within the said Province;
- (f) pay all taxes, assessments, and levies or charges from any source which may be assessed against the Collateral or any part thereof or which may result in a lien against the Collateral or any part thereof and insure the Collateral for loss or destruction by fire, wind storm and such other perils stipulated by the Secured Party in an amount not less than the full insurable value of the Collateral or the amount from time to time hereby secured, whichever is lesser, with appropriate endorsement to secure the Secured Party as its interest shall appear. In the event the Debtor shall fail to provide adequate insurance when required to do so or to pay any of the said taxes, assessments, levies or charges the Secured Party may, without notice, at its option, but without any obligation or liability so to do, procure insurance and pay taxes or other charges and add said sums to the balance of the debt hereby secured or claim from the Debtor immediate reimbursement of such sums;
- (g) keep, at the principal place of business of the Debtor, accurate books and records of the Collateral and furnish at the request of the Secured Party from time to time, in writing, all information requested relating to the Collateral or any part thereof and the Secured Party shall be entitled from time to time to inspect the aforesaid Collateral and to take temporary custody of and make copies of all documents relating to Accounts Receivable and for such purposes the Secured Party shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found;
- (h) duly observe and conform to all valid requirements of a governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (i) do, make and execute, from time to time at the Secured Party' request, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably required by the Secured Party of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints the

- 7 -

Secured Party or any receiver, manager or receiver-manager appointed by the Court or the Secured Party (all of whom are hereinafter referred to as the "Receiver") as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, act, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient;

- (j) give immediate notice to the Secured Party in the event of a change of the corporate or trade name of the Debtor; and
- (k) pay, on demand of the Secured Party, all reasonable expenses, including solicitor's fees and disbursements and all the remuneration of any Receiver appointed hereunder, incurred by the Secured Party in the preparation , perfection and enforcement of this Instrument.

ARTICLE 6 - MAINTAIN SECURITY INTERESTS

6.1 The Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by the Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce the Secured Party's interest in it or rights under this Instrument. If the Debtor fails to act as required by this Instrument, the Secured Party are authorized, in the Debtor's name, to take any such action, including without limitation, signing the Debtor's name or paying any amounts so required, and the cost thereof shall be one of the debts and liabilities secured hereunder.

ARTICLE 7 - DEFAULT

7.1 The Secured Party may at its option, in writing, declare the Debtor to be in default under this Instrument and/or may declare the whole or any part of the unpaid balance of any obligations, indebtedness and liabilities secured by this Instrument immediately due and payable if any of the following events occurs:

- (a) the Debtor fails to pay when due any of the obligations, indebtedness or liabilities secured by this Instrument;
- (b) the Debtor fails to perform any term, condition, provision, covenant or undertaking of this Instrument or any other agreement between the Debtor and the Secured Party;

- 8 -

- (c) the Debtor ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangements to its creditors;
- (d) any proceeding is taken with respect to a compromise or arrangement or to have the Debtor declared bankrupt or wound up or to have a receiver appointed of any part of the Collateral or if any encumbrancer takes possession of any part thereof;
- (e) any execution, sequestration or extent or any other process of any Court becomes enforceable against the Debtor or if any distress or analogous process is levied upon the Collateral or any part thereof;
- (f) the occurrence of loss, theft, damage or destruction of the Collateral not covered by adequate insurance containing a loss payable clause for the protection of the Secured Party as its interest may appear; or
- (g) if the Secured Party in good faith believes upon commercially reasonable grounds, that the prospect of payment or performance on the part of the Debtor of any of its obligations is, or is about to be, impaired or that the Collateral, or any part thereof, is, or is about to be, in jeopardy including danger of being lost, damaged or confiscated.

ARTICLE 8 - ENFORCEMENT AND REMEDIES

8.1

- (a) Upon default the security interests granted hereby shall become enforceable and the Secured Party shall have all the rights and remedies available to it under the *Personal Property Security Act* of British Columbia as amended from time to time as well as any other applicable laws and, but so as not to restrict the generality of the foregoing, the following rights and remedies:
 - (i) the Secured Party may appoint by instrument in writing a Receiver of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any Court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver or Receivers so appointed shall have power to take possession of the Collateral hereby charged or to carry on the business of the Debtor and to concur in selling any of such Collateral or any part thereof, and for such purposes to occupy and use any real

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or personal property of the Debtor without charge therefor for so long as may be necessary;

- (ii) the Secured Party may demand that the Debtor assemble the Collateral or part thereof, in any convenient place designated by the Secured Party and deliver possession of all of the Collateral or part thereof to the Secured Party;
- (iii) the Secured Party may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and to that end the Debtor agrees that the Secured Party may by its servants, agents or receiver at any time during the day or night enter upon lands and premises, and if necessary break into houses, buildings and other enclosures where the Collateral may be found for the purpose of taking possession of and removing the Collateral or any part thereof;
- (iv) the Secured Party may seize, collect, realize, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Debtor (except as otherwise required by any applicable law);
- (v) the Secured Party may charge the Debtor for any expense incurred by the Secured Party (including taxes, insurance, legal, accounting and receiver fees) in protecting, seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral or any part thereof and may add the amount of such sums to the indebtedness of the Debtor;
- (vi) the Secured Party may elect to retain all or any part of the Collateral in satisfaction of the obligations, indebtedness and liabilities of the Debtor to the Secured Party;
- (vii) the Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Collateral;

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- (viii) in the event of the Secured Party taking possession of the Collateral, or any part thereof in accordance with the provisions of this Instrument, the Secured Party shall have the right to maintain the same upon the premises on which the Collateral may then be situate and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings, premises, housing, stabling, shelter and accommodation for the proper maintaining, housing and protection of the Collateral so taken possession of by the Secured Party as aforesaid, and for its servant or servants, assistant or assistants and the Debtor covenants and agrees to provide the same without cost or expense to the Secured Party until such time as the Secured Party shall determine in its discretion to remove, sell or otherwise dispose of the Collateral so taken possession of by it as aforesaid;
- (ix) to facilitate the realization of the Collateral, the Secured Party or its Receiver may carry on or concur in the carrying on of all or part of the business of the Debtor and may, to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of the Debtor or occupied or used by the Debtor, and use all or any of the tools, machinery and equipment of the Debtor for such time as the Secured Party or receiver sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Secured Party or Receiver shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, rent charges, depreciation or damages in connection with such actions;
- (x) the Secured Party may, if it deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Secured Party at the date of payment thereof by the Secured Party;
- (xi) The Secured Party may sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefore and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale is on credit the Debtor will not be

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entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and

- (xii) all monies collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Secured Party seem best or may be held unappropriated in a Collateral account or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party' claims upon the Debtor.
- (b) The rights and remedies herein conferred upon the Secured Party shall be cumulative and not alternative and shall be in addition to and not in substitution for or in derogation of rights and remedies conferred by the *Personal Property Security Act* of British Columbia and any other applicable laws.

ARTICLE 9 - WAIVER

9.1

- (a) The Secured Party may permit the Debtor to remedy any default without waiving the default so remedied, and the Secured Party may waive any default without having waived any other subsequent or prior default by the Debtor. A waiver shall only be binding on the Secured Party if it has been given in writing.
- (b) The Debtor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interests created herein as to all or any part of the Collateral, the failure to perfect the security or any other act except a release or discharge of the said security interests upon the full payment of the obligations, indebtedness and liabilities secured by this Instrument, including charges, expenses, fees, costs and interest; and
- (c) the Debtor waives the right to receive any verification statements or financing statements related to this Instrument.

ARTICLE 10 - NON-LIABILITY OF THE SECURED PARTIES

10.1 The Secured Party shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound

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to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payments of the same or for the purpose of preserving any rights of the Secured Party, the Debtor, or any other person, firm or body corporate in respect of same. The Secured Party shall use reasonable care in the custody and presentation of Collateral it has taken into its possession and the Debtor hereby agrees that the Secured Party shall not be obliged to preserve any rights against other persons or take any steps to preserve any rights of the Debtor with respect to Other Personal Property including any instrument, security or chattel paper included in the Collateral.

ARTICLE 11 - ADDITIONAL SECURITY

11.1 This Instrument is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.

ARTICLE 12 - ATTACHMENT

12.1 Subject to Section 12.2 the Debtor warrants and acknowledges that value has been given and that the Debtor and the Secured Party intend the security interests created by this Instrument to attach upon the execution of this Instrument and that value has been given and that the Debtor has rights in the Collateral.

12.2 With respect to any part of the Collateral to be acquired by the Debtor after the date hereof, the Debtor warrants and acknowledges that the Debtor and the Secured Party intend the security interests created by this Instrument to attach as soon as the Debtor has rights therein.

ARTICLE 13 - FUTURE ADVANCES

13.1 Nothing herein contained including the execution of this Instrument nor the perfection of any of the security interests contained herein shall obligate the Secured Party to make any advance or future advance or loan or renewal or extension of any indebtedness or liability of the Debtor whatsoever.

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ARTICLE 14 - NOTICES

14.1 Notwithstanding anything herein contained and whether or not expressly stipulated herein, every notice or other communication contemplated hereby or otherwise relating hereto shall be in writing. Every notice required or permitted to be communicated hereunder, may be:

- (a) served personally by leaving it with the party to whom it is to be communicated;
- (b) communicated by telecopy to the party to whom it is to be communicated; or
- (c) mailed by pre-paid registered mail (with acknowledgement of receipt requested) to the party to whom it is to be communicated.

If a notice is served personally, it shall be deemed to have been validly communicated to and received by the party to whom it was addressed on the date on which it was delivered. If a notice is communicated by telecopy, it shall be deemed to have been validly communicated to and received by the party to whom it was addressed on the expiry of eight hours after it was transmitted or 9:00 o'clock a.m. (according to the time zone of the party to whom it was addressed) on the day following its transmission, whichever is later. If a notice is mailed as aforesaid, it shall be deemed to have been validly communicated to and to have been received by the addressee thereof on the earlier of the date of its receipt or the eleventh day following the mailing thereof in Canada, provided that no party shall mail any notice during any period during which Canadian postal workers, whether in the whole of Canada, or in any region thereof where a notice is to be communicated, are on strike, are withholding of services or lock-out is threatened or has just been terminated so that, in the result, it may be adversely affected. Any address as provided for in this Section may be changed by written notice as contemplated by this Section, and the respective addresses of the parties hereto for the communication of notice shall be as follows:

As to the Debtor:

Con-Tech Systems Ltd.
c/o Norton Stewart
PO Box 11104, Suite 1600
1055 West Georgia Street
Vancouver, BC
V6E 3P3

Attention: Mr. Kenneth R. Burgess

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As to the Secured Party:

Horst and Hildegard Aschenbroich
12646 54th Avenue
Surrey, BC
V3X 3C2

ARTICLE 15 - HEADINGS

15.1 All headings used in this Instrument have been inserted for convenience of reference only and are not intended to assist in the interpretation of any of the provisions of this Instrument unless expressly referred to in the provisions of this Instrument.

ARTICLE 16 - GENERAL

16.1 The invalidity or unenforceability of any provisions of this Instrument shall not affect the validity or enforceability of any other provision.

16.2 This Instrument shall be interpreted in accordance with the laws of the Province of British Columbia.

ARTICLE 17 - RECEIPT OF COPY

17.1 The Debtor hereby acknowledges receipt of a copy of this Security Instrument.

ARTICLE 18 - WAIVER

18.1 The Debtor hereby waives the right to receive a copy of any financing statement, financing change statement or verification statement filed or issued in respect of the security interests created by this Instrument.

ARTICLE 19 - ENUREMENT

19.1 This Instrument benefits the Secured Party, its successors and assigns and binds the Debtor and its heirs, executors, personal representatives, successors and assigns.

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ARTICLE 20 - MULTIPLE SECURED PARTIES

20.1 If the Secured Party consist of more than one entity (each such entity after this called a "Lender") then this instrument shall be interpreted to secure the payment or performance of all obligations, indebtedness and liabilities of the Debtor to any one or more of such Lenders and each such Lender's share of the security interest granted by this Agreement shall be in the same proportion as the total indebtedness of the Debtor to that entity bears to the total of all indebtedness of the Debtor to all of such Lenders.

20.2 Any of the rights exercisable by the Secured Party pursuant to this Agreement may be exercised by:

- (a) all of the Lenders acting jointly; or
- (b) any one Lender who, at the time in question, is owed more than fifty (50%) percent of all of the then outstanding obligations, indebtedness and liabilities of the Debtor to the Lenders.

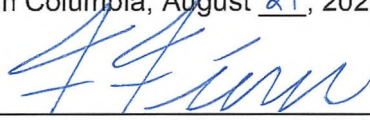
IN WITNESS WHEREOF the Debtor has executed this General Security Instrument this 5th day of August, 2005.

CON-TECH SYSTEMS LTD.

Per: _____

Authorized Signatory

This is Exhibit "J" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "Con-Tech Systems Inc."

Search Date and Time: July 19, 2023 at 2:43:37 pm Pacific time
Account Name: DuMoulin Boskovich LLP

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7 Matches in 7 Registrations in Report

Exact Matches: 7 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	968519I	November 23, 2015	* CON-TECH SYSTEMS LTD.	2
2	276794L	January 22, 2019	* CON-TECH SYSTEMS LTD.	5
3	415905L	April 4, 2019	* CON-TECH SYSTEMS LTD.	7
4	535569L	May 30, 2019	* CON-TECH SYSTEMS LTD.	9
5	630401L	July 11, 2019	* CON-TECH SYSTEMS LTD.	12
6	290557M	June 22, 2020	* CON-TECH SYSTEMS LTD.	14
7	497143N	January 25, 2022	* CON-TECH SYSTEMS LTD.	16



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 968519I

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 23, 2015 at 12:54:40 pm Pacific time
Current Expiry Date and Time:	November 23, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

HORST KARL ASCHENBROICH

Address
12646 54 AVE
SURREY BC
V3X 3C2 Canada

**HILDEGARD ELFRIEDE
ASCHENBROICH**

Address
12646 - 54TH AVENUE
SURREY BC
V3X 3C2 Canada

Debtor Information

CON-TECH SYSTEMS LTD.

Address
12646 - 54TH AVENUE
SURREY BC
V3X 3C2 Canada

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND

Original Registering Party

NORTON STEWART

Address

1850-1095 WEST PENDER STREET
VANCOUVER BC
V6E 2M6 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: October 20, 2020 at 11:42:58 am Pacific time
Registration Number: 540574M
Registration Life: 5 Years
New Expiration Date and Time: November 23, 2025 at 11:59:59 pm Pacific time

Registering Party Information

NORTON STEWART

Address

1850 - 1095 WEST PENDER STREET
VANCOUVER BC
V6E 2M6 Canada

Base Registration Number: 276794L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 22, 2019 at 4:28:05 pm Pacific time
Current Expiry Date and Time:	January 22, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP.	Address SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2 Canada
-------------------------------------	---

Debtor Information

CON-TECH SYSTEMS LTD.	Address 8150 RIVER ROAD DELTA BC V4C 1B5 Canada
------------------------------	---

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

COPIER(S), MULTIFUNCTION PRINTER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS
WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT
INDEMNIFIES OR ,COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
COLLATERAL

Original Registering Party

AVS SYSTEMS INC.

Address

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

Base Registration Number: 415905L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 4, 2019 at 1:49:35 pm Pacific time
Current Expiry Date and Time:	April 4, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP.	Address SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2 Canada
-------------------------------------	---

Debtor Information

CON-TECH SYSTEMS LTD.	Address 8150 RIVER ROAD DELTA BC V4C 1B5 Canada
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Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

COPIER(S), PHOTOCOPIER(S), MULTI FUNCTION PRINTER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT ,INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Original Registering Party

AVS SYSTEMS INC.

Address

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

Base Registration Number: 535569L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 30, 2019 at 12:30:17 pm Pacific time
Current Expiry Date and Time:	May 30, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

**LFC WEBSTER19 LIMITED
PARTNERSHIP**

Address

210 - 2112 WEST BROADWAY
VANCOUVER BC
V6K 2C8 Canada

LANYARD INVESTMENTS INC

Address

210 - 2112 WEST BROADWAY
VANCOUVER BC
V6K 2C8 Canada

Debtor Information

CON-TECH SYSTEMS LTD

Address

8150 RIVER ROAD
DELTA BC
V4G 1L3 Canada

Vehicle Collateral

None

General Collateral

May 15, 2020 at 11:18:35 am Pacific time

DELETED

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF HORST KARL ASCHENBROICH AND HILDEGARD ELFRIEDE ASCHENBROICH TO THE DEBTOR AND ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

ADDED

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF HORST KARL ASCHENBROICH AND HILDEGARD ELFRIEDE ASCHENBROICH TO THE DEBTOR AND ALL PROCEEDS DERIVED THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Base Registration General Collateral:

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF HORST KARL ASCHENBROICH AND HILDEGARD ELFRIEDE ASCHENBROICH TO THE DEBTOR AND ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE ,PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Original Registering Party

KOFFMAN KALEF LLP

Address

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada

HISTORY(Showing most recent first)

COLLATERAL SUBSTITUTION

Registration Date and Time: May 15, 2020 at 11:18:35 am Pacific time
Registration Number: 219355M

General Collateral

May 15, 2020 at 11:18:35 am Pacific time

DELETED

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF HORST KARL ASCHENBROICH AND HILDEGARD ELFRIEDE ASCHENBROICH TO THE DEBTOR AND ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

ADDED

ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF HORST KARL ASCHENBROICH AND HILDEGARD ELFRIEDE ASCHENBROICH TO THE DEBTOR AND ALL PROCEEDS DERIVED THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Registering Party Information**KOFFMAN KALEF LLP****Address**

1900 - 885 W. GEORGIA STREET
VANCOUVER BC
V6C 3H4 Canada

Base Registration Number: 630401L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: July 11, 2019 at 3:40:29 pm Pacific time
Current Expiry Date and Time: July 11, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP. **Address**
SUITE 1500, 4710 KINGSWAY
BURNABY BC
V5H 4M2 Canada

Debtor Information

CON-TECH SYSTEMS LTD. **Address**
8150 RIVER ROAD
DELTA BC
V4C 1B5 Canada

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

COPIER(S), PHOTOCOPIER(S), MULTI FUNCTION PRINTER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT ,INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

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: 290557M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 22, 2020 at 10:10:07 am Pacific time
Current Expiry Date and Time:	June 22, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP.	Address
	SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2 Canada

Debtor Information

CON-TECH SYSTEMS LTD.	Address
	8150 RIVER ROAD DELTA BC V4C 1B5 Canada

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

COPIER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO ,THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

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: 497143N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 25, 2022 at 2:55:00 pm Pacific time
Current Expiry Date and Time:	January 25, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 19, 2023 at 2:43:37 pm Pacific time)

Secured Party Information

AVENTUS CAPITAL CORP.

Address

310-8820-120 STREET
SURREY BC
V3V 0C9 Canada

Debtor Information

CON-TECH SYSTEMS LTD.

Address

850-1095 PENDER ST W
VANCOUVER BC
V6E 2M6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF OF WHATSOEVER NATURE AND KIND AND WHEREVER SITUATED, INCLUDING ALL INVENTORY AND ALL DEBTS, ACCOUNTS, CLAIMS, MONEYS AND CHOSSES IN ACTION WHICH NOW ARE OR WHICH MAY AT ANY TIME HEREAFTER BE DUE OR OWING TO OR OWNED BY THE DEBTOR INCLUDING ALL SECURITIES, BILLS, NOTES AND OTHER DOCUMENTS NOW HELD OR OWNED OR WHICH MAY BE HEREAFTER TAKEN, HELD OR OWNED BY THE DEBTOR IN RESPECT OF THE SAID DEBTS, CLAIMS, MONEYS AND CHOSSES IN ACTION OR ANY PART THEREOF.

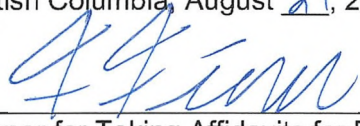
Original Registering Party

**BINPAL & ASSOCIATES,
BARRISTERS AND SOLICITORS**

Address

SUITE 215, 13737 - 72ND AVENUE
SURREY BC
V3W 2P2 Canada

This is Exhibit "K" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

IN / OUT STATEMENT – DIRECTION TO PAY

Re: 2nd mortgage loan in the principal amount of \$650,000 by Domain Mortgage Corp. (the "Lender") to Horst Karl Aschenbroich and Hildegard Elfriede Aschenbroich (the "Borrowers") in connection with the Lands located at 8150 River Road, Delta, B.C. (the "Lands")

FUNDS IN	
Funds received from Lawson Lundell LLP	\$577,222.76
TOTAL FUNDS IN:	<u>\$577,222.76</u>
FUNDS OUT:	
Con – Tech Systems Ltd.	\$577,222.76
TOTAL FUNDS OUT:	<u>\$577,222.76</u>


This direction to pay may be executed in two or more counterparts and delivered in any physically, by facsimile, email or other electronic transmission or any combination of thereof, all of which together shall constitute one document.

The undersigned hereby approves of the foregoing statement and hereby irrevocably authorizes and directs Norton Stewart to apply the proceeds as so set out.

Dated this 15 day of June, 2018.

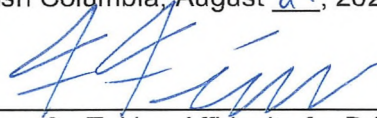


 Horst Karl Aschenbroich



 Horst Karl Aschenbroich as Attorney in Fact for
 Hildegard Elfriede Aschenbroich

This is Exhibit "L" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia



210 - 2112 West Broadway
Vancouver, B.C. V6K 2C8

Telephone: 604 · 688 · 5388
Facsimile: 604 · 696 · 5388

Web: www.lanyardgroup.com

May 21, 2019

Con-Tech Systems Ltd.
c/o Rajan Saggi
TMG The Mortgage Group
8885 Mitchell Way
Delta, B.C. V4C 7G7

Dear Sirs/Mesdames:

Re: Financing Facility Letter – Loan secured, inter alia, by charges over an 8,479 square foot freehold industrial building, having a civic address of 8150 River Road, Delta, British Columbia and a legal description of Parcel A (Reference Plan 11356) of Lot 2 District Lot 130 Group 2 New Westminster District Plan 5106 (the “Property”)

Relying on the information provided in connection with the Borrower’s application for financing, Lanyard Investments Inc., in its capacity as general partner of LFC WEBSTER19 Limited Partnership (the “Lender”), has agreed to establish a non-revolving loan (the “Loan”) on the terms and conditions set out below.

1. Borrower:

Horst Karl Aschenbroich and Hildegard Elfriede Aschenbroich (collectively, the “Borrower”).

The Borrower represents and warrants to the Lender that the Borrower is the sole registered and beneficial owner of the Property.

2. Guarantor:

Con-Tech Systems Ltd. (the “Guarantor”).

3. Loan Amount:

\$1,507,000.00 (the “Loan Amount”).

4. Purpose:

To provide bridge financing for the purpose, inter alia, of refinancing existing mortgage debt secured by the Property and providing an equity takeout.

5. Interest and Fees:

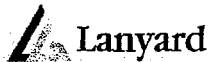
a) Interest on amounts due under the Loan Documents (defined in Schedule “A”) shall accrue at:

- i) Initially, RBC Prime + 2.80%, subject to a minimum rate of 6.75% (per annum and compounded monthly); and
- ii) Effective June 1, 2020 (the “Rate Adjustment Date”) and thereafter until the Loan is repaid in full, RBC Prime + 8.80%, subject to a minimum rate of 12.75% (per annum and compounded monthly).

Interest calculated by the Lender to accrue from the Date of Advance to June 1, 2019 (the “IAD”) shall be deducted from the proceeds of the Loan.

b) The Borrower shall pay to the Lender a set-up fee (the “Set-Up Fee”) of \$22,605.00 (which is acknowledged to have been fully earned), payable as follows:

- i) \$Nil as a partial payment within two business days of acceptance of this Facility Letter; and
- ii) By application of \$15,070.00 of the Borrower’s deposit of \$18,000.00 (which sum was previously delivered to Lanyard Investments Inc. pursuant to the Application Letter and was assigned by it to the Lender) upon



- acceptance of this Facility Letter (with the difference of \$2,930.00 being returned to the Borrower following the funding of the Loan); and
- iii) \$7,535.00 (the "Deferred Set-Up Fee"), to be paid on the earlier of: (i) the Maturity Date; (ii) the Lapse Date; and (iii) the repayment of the Loan.

6. Repayment:

All amounts outstanding under the Loan Documents shall be repaid on demand by the Lender following the occurrence of an Event of Default (as defined in the attached Schedule "A") and, unless and until so demanded, the Borrower shall pay to the Lender:

- a) Monthly payments of:
 - i) on the first day of each month commencing in the month immediately following the IAD to and including the Rate Adjustment Date, \$8,476.88; and
 - ii) on the first day of each month thereafter, \$16,011.88; and
- b) All amounts outstanding under, or in connection with, the Loan Documents and any related obligations on July 1, 2020 (the "Maturity Date").

7. Prepayment:

The Borrower shall have the right to prepay all (not part) amounts owing under the Loan Documents, provided, however, that in the event such prepayment occurs before December 1, 2019 (the "Minimum Interest Date"), the Borrower shall also concurrently remit a prepayment fee in an amount equal to the interest that would have otherwise accrued on the prepayment amount, at the Loan interest rate then in effect, for the period from the date of receipt of the prepayment amount to the Minimum Interest Date.

8. Extension Option:

The Borrower shall have a one-time right (the "Extension Option") to extend the Maturity Date and the Rate Adjustment Date by twelve months, subject to the following (the "Extension Conditions"):

- a) There not having been an Event of Default or if there has been an Event of Default, the Lender having waived such Event of Default in writing;
- b) Borrower, by no later than May 15, 2020, having provided written notice to the Lender of its exercise of the Extension Option along with payment of a non-refundable extension fee of \$22,605.00 by Bank Draft made payable to "Lanyard Financial Corp. – in trust" (the Lender's payment receipts agent); and
- c) Borrower, by no later than June 15, 2020, having provided to the Lender:
 - i) Unless otherwise waived by the Lender, an update to the Appraisal (as hereinafter defined) confirming the value of the Property has not decreased from that set out in the Appraisal (such update in form and substance to the satisfaction of the Lender and to have an effective date no earlier than April 1, 2020); and
 - ii) Further series of post-dated cheques for Loan payments covering the period July 1, 2020 to and including July 1, 2021, pursuant to terms set out in herein for the delivery of post-dated cheques during the original term.

Following the provision of the notice to exercise the Extension Option, the Borrower will promptly satisfy all of the Extension Conditions.

Should the Borrower make payment of the extension fee noted above but thereafter: (A) fail to satisfy in a timely manner any other of the Extension Conditions; or (B) should an Event of Default occur, then the Lender shall be entitled to keep the non-refundable extension fee for its account absolutely, inter alia, as liquidated damages and compensation for efforts on treasury matters related to the proposed continued availability of funds for the Loan and other administrative and/or underwriting issues required to be dealt with in relation to the failed exercise of the Extension Option. The Borrower agrees that the foregoing liquidated damage provision is a reasonable pre-estimate of damages that would be suffered by the Lender due to the Borrower's failure to satisfy the above specified conditions requiring action on its part in relation to the Extension Option and, further, and for greater certainty, that the Lender's exercise of the liquidated damages provision shall not prejudice the Lender's entitlement to all amounts whatsoever owing to the Lender under the Loan Documents.



9. Security Documents:

The liability and indebtedness of the Borrower in connection with the Loan and this Facility Letter shall be evidenced, governed, insured, guaranteed or secured, as the case may be, by the following documents, instruments or security, and all amendments and replacements thereof from time to time (collectively, the "Security Documents") in form and content satisfactory to the Lender and its solicitors:

- a) \$1,514,535 first ranking demand mortgage(s) and first ranking assignment(s) of rents in favour of the Lender, creating, inter alia, a fixed financial charge over the entire legal and beneficial interest in the Property and incorporating by reference filed Standard Mortgage Terms MT170010;
- b) First ranking general security agreement in favour of the Lender charging, inter alia, all present and after acquired personal property of the Borrower (except consumer goods) pertaining to the Property;
- c) Insurance policies and documentation complying with the Lender's current property and liability insurance requirements (the "Insurance Requirements") (a copy of which can be obtained at <https://www.lanyardgroup.com/insurance/> or, upon request, directly from the Lender) showing: Lanyard Investments Inc., in its capacity as general partner of LFC WEBSTER19 Limited Partnership, as first loss payee;
- d) First priority assignment and postponement of indebtedness and subordination of security in relation to claims owing by the Borrower or the Guarantor to persons dealing on a non-arms-length basis with the Borrower or the Guarantor (all in favour of the Lender). In this agreement, 'non-arms-length' shall have the meaning given to it by Income Tax Act (Canada) as amended;
- e) Unlimited guarantee of the indebtedness of the Borrower to the Lender executed by the Guarantor;
- f) Undertaking of the Borrower to not do anything which may diminish the income generated by the present business operations conducted at the Property;
- g) Environmental Indemnity signed by the Borrower and Guarantor under which the liability of the Borrower and the Guarantor will survive indefinitely, including, without limitation, following foreclosure, any other enforcement of the Security Documents, any termination or purported termination of this Agreement, and the repayment of the Loan;
- h) Policy of loan title insurance in respect of the Property issued to: Lanyard Investments Inc. (in its capacity as general partner of the LFC WEBSTER19 Limited Partnership) by First Canadian Title Company Limited with reference to the Lender's master policy; and
- i) Such other security, resolutions, agreements, certificates and legal opinions from the Borrower's counsel or otherwise as the Lender or its solicitors may at any time and from time to time require.

Notwithstanding that the Lender's mortgage security may be expressed to be payable on demand, the Lender shall not make demand under the mortgage unless an Event of Default has occurred and notwithstanding anything contained in the mortgage to the contrary, the security constituted by the mortgage shall not become enforceable until such time as the Lender, following the occurrence of an Event of Default, has made a written demand for repayment under the mortgage.

10. Conditions Precedent:

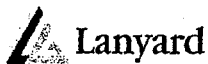
It shall be a condition precedent to the Lender's obligations hereunder that all conditions set out in Schedules "A" and "B" and elsewhere in this Facility Letter are either satisfied or, at the sole and unfettered discretion of the Lender, waived by it in writing. The Borrower agrees to immediately deliver to the Lender those documents referred to in Part One of Schedule "B" to permit the Lender's underwriting activities.

11. Schedules:

The terms and conditions contained in the attached Schedules "A" and "B" are incorporated into and form part of this Facility Letter.

12. Lender's Solicitors:

Koffman Kalef LLP
 19th Floor, 885 West Georgia Street
 Vancouver, B.C. V6C 3H4
 Attention: Jim M. J. Alam



13. Lapse Date:

Without limiting any other rights or remedies available to the Lender arising from any breach or misrepresentation by the Borrower or Guarantor hereunder, at the option of the Lender (the "Lapse Option"), its obligations in connection with the funding of the Loan shall terminate if, in its sole and unfettered opinion: (a) there has been a material adverse change in the financial condition of the Borrower or any of the Guarantor; or (b) any of the conditions precedent to funding contained in this Facility Letter have not been met by June 4, 2019; or (c) an Event of Default has occurred. The date upon which the Lender exercises the Lapse Option is called the "Lapse Date".

This Facility Letter may be accepted by the Borrower by returning to the Lender by 4:30 p.m. on May 23, 2019, a copy of this letter executed by the Borrower and Guarantor. Failing such acceptance, at the Lender's option, this offer shall no longer be capable of acceptance. Within two business days of the return of this Facility Letter to the Lender, the Borrower will deliver to the Lender a Bank Draft made payable to "Lanyard Financial Corp. - in trust" in the amount of \$Nil representing a partial payment on account of the Set-Up Fee.

In witness whereof, this Facility Letter has been executed by Lanyard Investments Inc. (in its capacity as general partner of LFC WEBSTER19 Limited Partnership) as of the date and year first above written.

LANYARD INVESTMENTS INC. in its capacity as general partner of LFC WEBSTER19 LIMITED PARTNERSHIP

Per: [Signature]
Authorized Signatory

Per: [Signature]
Authorized Signatory

For valuable consideration, the foregoing is agreed to and accepted.

BORROWER:

[Signature]
HORST KARL ASCHENBROICH

[Signature] P.O.A.
HILDEGARD ELFRIEDE ASCHENBROICH

Borrower's Address for Notice:

Borrower's Fax Number for Notice:

Borrower's Email Address for Notice:

Borrower's Solicitors:



GUARANTOR:

CON-TECH SYSTEMS LTD.

Per: 
Authorized Signatory

Guarantor's Address for Notice:
95 RIVER RD
DELTA

Guarantor's Fax Number for Notice:

Guarantor's Email Address for Notice:

SCHEDULE "A" TO FACILITY LETTER

The Loan as described in the Facility Letter shall also be governed by the following terms and conditions:

I. Definitions. For the purpose of this Facility Letter, the following terms shall have the meanings indicated below.

"Affiliate" has the meaning given to it by the Business Corporations Act (BC) as at the issue date of this Facility Letter.

"Application Letter" means that certain application for financing with **Lanyard Investments Inc.** dated April 16, 2019, as same might have been amended, which was subsequently assigned to the Lender.

"Associate" has that meaning given to it by the Securities Act (BC) as at the issue date of this Facility Letter.

"Bank Draft" has the meaning given to it in paragraph III d) of this Schedule "A".

"Business Day" means a day upon which the Vancouver main branch of HSBC Bank Canada is open for business.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise and "Controlled" has a corresponding meaning.

"Date of Advance" has that meaning given to it in paragraph III a) of this Schedule "A".

"Event of Default" means any one of the following events (whether such event is voluntary or involuntary or is effected by operation of law or otherwise, whatsoever):

- (a) breach or default is made by the Borrower or the Guarantor in the performance or observance of any of the terms or conditions contained in any of the Loan Documents;
- (b) any other event, circumstance or state of facts occurs or fails to occur which, under any of the Loan Documents is (or would be if the Loan Documents were executed and delivered) an event of default thereunder or an event or circumstance entitling the Lender to accelerate or demand payment of the Loan;
- (c) any representation, warranty or statement contained in the Loan Documents or in any other application, document or certificate furnished to the Lender in connection with any of the foregoing, or pursuant thereto, shall prove to be incorrect;
- (d) the Borrower or the Guarantor breaches, violates or fails to comply with any Legal Requirement or if any portion of the Property is used or permitted to be used by anyone for any purpose or in a manner that violates or fails to comply with any Legal Requirement;
- (e) in the opinion of the Lender, there is a material adverse change in either the financial condition or business prospects of the Borrower or the Guarantor, or the value, prospects or use of the Property, or any security granted to the Lender;
- (f) any of the Borrower or Guarantor threatens or indicates an intent to do or to omit to do an act or deed which would constitute or result in an Event of Default;
- (g) any taxes, rates, levies or assessments of any nature whatsoever owed to Governmental Authorities or any strata fees, levies or charges with respect to the Property, the Borrower or the Guarantor are in arrears;
- (h) the Borrower or the Guarantor does or fails to do any act or thing or permits any third party to do or fail to do any act or things which could adversely affect the ranking or validity or any of the security interest and charges created, granted or intended to be created or granted to the Lender pursuant to any of the Loan Documents;
- (i) any claim of any sort is advanced against the Lender in connection with the Loan Documents or the transactions contemplated thereby, including, without limitation, a claim (including a statutory trust or deemed trust claim) challenging any of the Lender's entitlement to receive or retain any monies paid or owed to it hereunder; and
- (j) the Borrower or the Guarantor fails to proceed diligently to complete the Loan transaction under the terms set out in the Loan Documents or, in the opinion of the Lender, states or indicates an intention to fail to so proceed.

"Facility Letter" means the letter to which this Schedule is attached, together with all Schedules and Annexes thereto and all amendments thereto and renewals, replacements and reinstatements thereof.

"Governmental Authorities" means any government, legislature, regulatory authority, agency, commission, board or court and, without limiting the generality of the foregoing, any other law, regulation or bill making entity having or purporting to have jurisdiction on behalf of Canada, or any province, or city, or any political sub-division thereof.

“Legal Requirement” means all laws, statutes, codes, ordinances, orders, awards, judgments, decrees, injunctions, rules, regulations, authorizations, consents, approvals, orders, permits, franchises, licenses, directions and requirements of all Governmental Authorities.

“Lender” includes any mortgagee or secured party under the Security Documents.

“Loan Documents” means, collectively, this Facility Letter and the Security Documents.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization or any other association, government or any department or agency thereof or other entity.

“Potential Prior-Ranking Claim” means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim, lien, trust or deemed trust, pursuant to any Legal Requirement or otherwise, which ranks or is capable of ranking in priority to any mortgage, lien, charge, assignment or security interest created by the Loan Documents or otherwise in priority to any claim for repayment of any amount owing to (or previously paid to) the Lender on account of, or in relation to the Loan or other sums owed under or in connection with any of the Loan Documents.

“RBC Prime” means the floating annual rate of interest established and recorded as such by the Royal Bank of Canada, as amended from time to time, as a reference rate for purposes of determining rates of interest it will charge on loans denominated in Canadian dollars.

II. Representations and Warranties. Each of the Borrower and Guarantor represents and warrants (and shall ensure that such representations remain true as if made anew on each day during the term of the Loan) that:

- a) if not an individual, it has been duly incorporated and organized (or in the case of a partnership, limited partnership or trust, duly established), is properly constituted, is in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets;
- b) the execution of the Loan Documents and the incurring of liability and indebtedness to the Lender, as required pursuant to the Loan Documents, does not and will not contravene:
 - i) any Legal Requirement applicable to the Borrower or the Guarantor; or
 - ii) any provision contained in any other agreement or instrument to which any of the Borrower or Guarantor is a party or which otherwise affects the Property;
- c) the Loan Documents to which it is a party have been duly authorized, executed and delivered by the Borrower and Guarantor and constitute valid and binding obligations of said parties, as the case may be, and are enforceable in accordance with their respective terms;
- d) all requisite authorizations, approvals, consents and orders as required hereunder or by Legal Requirement have been obtained with respect to the Loan and the execution and delivery of the Security Documents;
- e) all Legal Requirements with respect to the Property have been met and there are no outstanding orders, notices, taxes, liens, claims, fines, or Potential Prior-Ranking Claim;
- f) the Loan is to finance a commercial or investment transaction and is not for personal, family, consumer or household purposes;
- g) there are no disputes or claims (outstanding, pending or threatened), orders or judgments in relation to:
 - i) the Property (or its operation); or
 - ii) the Borrower or the Guarantor; or
- h) save for existing mortgage charges to be discharged on or prior to any advance of the Loan, the Borrower is the legal and beneficial owner of the Property and has a good and marketable freehold title (free and clear of any liens, charges, privilege, hypothec or encumbrance whatsoever) in and to the Property;
- i) without limiting the generality of anything herein to the contrary, any leases, tenancy agreements, or licenses to tenants or users of the Property shall be capable of termination by the Borrower without cause and without payment of compensation on 6 months’ notice or less;
- j) no event has occurred which, with the giving of notice or lapse of time or the happening of any further condition, event or act, would cause the security constituted by any instrument securing a debt of the Borrower and the Guarantor, or any one or more of them, to have become enforceable;

- k) other than permitted encumbrances, if any, specifically identified as such in the Loan Documents, none of the Borrower or the Guarantor are or will be a party to, or has or will have issued, assumed or granted or is or will be bound by, or subject to, any deed, indenture, debenture, security agreement, chattel mortgage, conditional sales contract, lease, assignment of debts, security under Section 427 of the Bank Act (Canada) or any other lien, charge or encumbrance which could in any way adversely affect the validity or priority of the Security Documents;
- l) each of the Borrower and the Guarantor holds and is possessed of all licences and permits required for the conduct of the respective businesses of the Borrower and the Guarantor and the conduct of the businesses of the Borrower and the Guarantor is in compliance with the terms of such licences and permits and all laws, by-laws, rules, restrictions, regulations and ordinances applicable to the Borrower and the Guarantor and their respective property and assets;
- m) all financial statements, net worth statements, and other information furnished to the Lender by or on behalf of the Borrower and the Guarantor fairly and accurately represent their respective financial positions. Since the date of said financial documents and other information, there has been no adverse change to the: i) financial condition of any party comprising the Borrower and the Guarantor, ii) value of and, if revenue producing, revenue from the Property, and iii) ability of any party comprising the Borrower and the Guarantor to perform its respective obligations under the Loan Documents or to repay the Loan;
- n) none of the Borrower and the Guarantor are in default or in arrears in respect of any wages or salaries to its employees, source deductions, real property taxes payable in respect of the Property or other taxes, rates or assessments payable by them to any Governmental Authorities. Without limiting the generality of the foregoing, each of the Borrower and the Guarantor have complied with all their respective obligations to remit GST/HST and employee source deductions. No assessment in respect of GST/HST or employee source deductions has been issued against the Borrower or the Guarantor, or any one or more of them, or is contemplated against the Borrower and the Guarantor, or any one or more of them;
- o) the Borrower does not have any employees and has not had any employees at any time;
- p) Borrower and the Guarantor are in compliance with each of the terms and conditions of the Facility Letter and no Event of Default has occurred; and
- q) each of the Borrower and Guarantor have had the opportunity to consult their own solicitor concerning this Facility Letter and the transactions contemplated thereby.

III. Interest, Fees and Payment.

- a) At any time following execution of this Facility Letter, the Lender is irrevocably authorized to forward to the Lender's solicitor those funds contemplated to be advanced hereunder to the Borrower (or for its account) and such funds, unless otherwise agreed to by the Lender, may thereafter be released by said solicitor on behalf of the Lender only in accordance with the instructions of the Lender. Interest on any principal advanced under the Loan shall commence to accrue on the earlier of: i) the day the advance is forwarded to the Lender's solicitor, notwithstanding that the proceeds of the advance may not actually be received by the Borrower until a later date, and ii) the day the advance is forwarded to or on behalf of the Borrower (such earliest date being hereinafter referred to as the "Date of Advance").
- b) Interest shall accrue daily on the highest amount owed daily of principal advanced under the Loan and shall be compounded on the first day of each month, and to the extent not paid on the first day of each month shall accrue interest as if it were principal, such interest to accrue both before and after default, the Maturity Date, and judgment. To the extent interest for the Loan is calculated on a floating rate based on RBC Prime, the Loan interest rate applicable from the Date of Advance to the IAD shall be based on RBC Prime in effect on that date ten Business Days prior to the Date of Advance and thereafter the interest rate for each month shall be set on the first day of that month based on RBC Prime in effect fourteen days prior thereto, and provided further that should the monthly payment amount set out in paragraph 6 (or subsequently amended amount in accordance with this paragraph) be insufficient to fully pay accrued interest, the Borrower shall immediately remit, upon request of the Lender: i. payment to the Lender for any interest shortfall outstanding; and ii. a new series of post-dated cheques in amount(s) recalculated by the Lender for amended monthly payments as follows: 1. if the monthly payments set out in paragraph 6 are blended principal and interest, such new payment amounts shall be determined in accordance with the amortization provisions utilized to initially establish the monthly payment amounts set out in said paragraph 6; and 2. if the monthly payments set out in paragraph 6 are interest only, such new payment amounts shall be determined on an interest only basis.
- c) Any other amounts which become payable to the Lender under Loan Documents and which are not paid when due, shall accrue interest and be payable from the due date at the rate and in the same manner as stipulated for the Loan.
- d) All payments by or on behalf of the Borrower to the Lender shall be made payable to the Lender's payment receipts agent "Lanyard Financial Corporation – in trust" (or such entity that the Lender may, from time to time, in writing direct) at the address of the Lender set out on the first page of this Facility Letter or to such other address or to such other party or parties at such other place or places as the Lender may specify in writing from time to time. Unless otherwise consented to by the Lender,

all payments shall be immediately available, unencumbered funds made by way of bank draft drawn on a Schedule I Canadian chartered bank acceptable to the Lender ("Bank Draft") and if delivered or made to the Lender by 1:00 p.m. Vancouver, B.C. time on a Business Day at the place where such payment is to be made shall be credited as of that day, but if made afterwards shall be credited as of the next Business Day. Notwithstanding anything herein to the contrary, unless the Lender specifically notifies the Borrower otherwise (by written notice specified to be given under this paragraph), all amounts received by the Lender in relation to the Loan shall be applied on account of: *firstly*, interest owing; and *thereafter*, at the Lender's discretion: principal or other amounts owing under or in relation to the Loan. Furthermore, provided the Lender specifically notifies the Borrower (by written notice specified to be given under this paragraph), it may from time to time change any application of any money received by the Lender and re-apply the same, notwithstanding any previous application.

e) The Borrower and Guarantor acknowledge and agree that upon acceptance of this Facility Letter, the Lender shall be deemed to have unconditionally earned the Set-Up Fee, representing compensation to the Lender for its efforts in undertaking any one or more of the following matters: miscellaneous due diligence efforts including, without limitation, the instructing of third party professionals, the review and study of documentation, appraisals, credit reports and financial statements, physical inspections, and legal reviews, and for holding monies or arranging or conditionally arranging for monies to be available to fund the Loan; and the Borrower and Guarantor further agree that the determination of the value of these efforts is not feasible and that the Set-Up Fee represents a reasonable estimate of the value of set-up fee compensation due to the Lender for its services. On a joint and several basis, the Borrower and Guarantor agree to pay the Set-Up Fee to the Lender, whether or not, pursuant to the exercise of the Lapse Option or for any other reason (save for a material breach of this Facility Letter by the Lender which breach is not corrected within five Business Days following written notice containing a request to cure), the Loan Amount is advanced in whole, in part or not at all.

f) Each of the Borrower and Guarantor acknowledge that neither the Lender nor any entity associated with or related to the Lender (including, without limitation, Lanyard Financial Corporation ("LFC"), a licensed mortgage broker) has provided it with any mortgage brokerage services or other advice of any sort in connection with the Loan and the Borrower confirms that it will retain its own mortgage broker (Mr. Rajan Saggi of TMG The Mortgage Group) in connection with the Loan and will look to said broker exclusively for compliance with all relevant legislation related to the provision of loans in the jurisdiction of the Property. The Borrower will be responsible to said broker for any fees charged by it in connection with the Loan and, in this regard, irrevocably authorizes the Lender, at the Lender's option, to pay from the advance of the Loan, on the Borrower's behalf, the sum of \$15,070.00 to the aforesaid mortgage broker on account of its brokerage fee. Further, the Borrower acknowledges that the Lender may pay LFC some or all of the Set-Up Fee to compensate LFC for services rendered to the Lender in connection with the origination of the Loan and, as well, that an entity(ies) associated or related to LFC may participate in the Loan as a lender.

g) The obligation of the Borrower to make all payments under the Loan Documents shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

- i) any set-off, compensation, counterclaim, recoupment, defence or other right which the Borrower may from time to time have against the Lender or anyone else for any reason whatsoever; or
- ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

IV. Advance of Loan Amount. Any advance made by the Lender may be made to a solicitor on behalf of the Borrower on such terms and conditions which, inter alia, might require compliance by the Borrower or its solicitor with the requirements of any relevant policy of title insurance. Advances will take place normally within a period of approximately five Business Days following the satisfaction (in the unfettered discretion of the Lender) of all conditions precedent to funding or, alternatively, the waiver by the Lender in writing of those specified conditions precedent which have not been so satisfied. The Borrower will proceed expeditiously to: i) do all things necessary so that it can take down the funds as they are made available; and ii. conclude the financing as contemplated hereby. Unless otherwise agreed to by the Lender, all advances on account of the Loan Amount shall take place on a Business Day during the hours of 9 a.m. – 3:30 p.m.

V. Additional Conditions and Terms of Loan. In addition to the conditions and terms previously or elsewhere set out, the following conditions and terms shall at all times apply:

- a) The Borrower shall not, without the prior written consent of the Lender:
 - i) grant or allow any mortgage, lien, charge, privilege, hypothec or other encumbrance, whether fixed or floating, to be registered against or exist on the Property or any personal property of the Borrower;
 - ii) become guarantor or endorser or otherwise become liable upon any note or other obligation other than in its normal course of business; or
 - iii) transfer, assign or otherwise deal with its interest in the Property or any other collateral for the Loan except as may be authorized in this Facility Letter or otherwise consented to in writing by the Lender;

- b) The Borrower, at the request of the Lender, will promptly swear and deliver to the Lender a statutory declaration concerning such matters as may be requested by the Lender concerning the Borrower, the Guarantor, the Property, the status of the Loan, the Facility Letter and/or such other matters pertaining to the Loan and/or the Facility Letter as the Lender deems appropriate (to the extent the Borrower is a corporation, it will cause its President to provide said statutory declaration; to the extent the Borrower is a limited partnership, it will cause the President of its general partner to provide said statutory declaration). To the extent the Lender or its solicitors, from time to time, require confirmation that the Lender's priority and security position concerning its Security Documents and their validity and enforceability is as contemplated hereby, the Borrower will promptly provide such confirmation in a manner acceptable to the Lender in its discretion or if unable to do so will promptly take such steps as the Lender reasonably requires to cure any deficiency. On request of the Lender, from time to time, the Borrower will (or where the Borrower is a corporation or a limited partnership then the Borrower will cause a senior officer of the Borrower or its general partner (whose identity may be chosen by the Lender)) to provide the Lender with a statutory declaration confirming that no Event of Default exists, or if it does, giving the details of same and the steps, if any, the Borrower intends to take to cure same.
- c) Notwithstanding anything herein to the contrary, the parties agree, and it is a fundamental condition of the Lender entering into this agreement, that to the extent the Lender (or any party comprising the Lender) in connection with Loan Documents or the transactions contemplated hereby or thereby (including enforcement proceedings) is currently or hereafter acting as a nominee or agent for one or more undisclosed or disclosed principals, co-lenders, investors or beneficiaries (each of which is herein called a "Principal"), no Principal shall, in any manner, in connection with the Loan or any transactions contemplated hereby or thereby (including enforcement proceedings), be construed as being a partner with any other Principal or with the Lender (which relationship is specifically denied), be liable either in tort, contract or otherwise for any liability whatsoever concerning or in relation to the Loan or any of the Security Documents (including without limitation for consequential damages howsoever arising), the intent being that the Lender alone, in its personal capacity, shall bear any liability hereunder or under the Security Documents, and there shall be no recourse to any Principal. The benefit of this clause shall survive termination of this Facility Letter for whatever reason and is granted to the Lender as nominee and agent for and on behalf of each Principal. In the event the Lender or a party comprising the Lender is a limited partnership then, for the purposes of this clause, each limited partner shall be deemed to be a Principal for the purpose of limiting its liability, to the extent same might exist, and this clause shall, *mutatis mutandis*, be construed accordingly.
- d) The Borrower and Guarantor authorize the Lender to include references to the Loan in the Lender's promotional materials and erect and maintain (at the Lender's cost), while the Loan remains outstanding, signage on the Property indicating that the Lender has provided financing to the Borrower.
- e) The Borrower and Guarantor irrevocably authorize the Lender to collect from, divulge to or communicate with third parties (including its consultants and advisors, credit bureaus or reporting agencies, any prospective or actual co-lenders, limited partners, or Principals, any prospective or actual assignees or acquirers of the Lender's interest (or portion thereof) in the Loan or the Loan Documents) or any prospective acquirer of an interest in the Property, and any other creditors of either the Borrower or the Guarantor, all information of whatsoever nature (including personal information pertaining to them) from time to time possessed by it concerning or related to the Borrower, the Guarantor, the Loan, and/or the status of the Loan, and the Lender shall have no liability whatsoever with respect to same. The Borrower and the Guarantor expressly consent to all personal information concerning them being obtained, used and disclosed by the Lender and its affiliates and associates pursuant to the Lender's Privacy Policy which is at <https://www.lanyardgroup.com/privacy-policy/> and further acknowledge that the terms thereof are in addition to, and do not limit the terms of this subparagraph.
- f) The assets and property of the Borrower which are now or in the future intended to be encumbered by the Security Documents are hereby further mortgaged, hypothecated and charged to the Lender, and the Lender shall have a security interest in such assets, as security for fees and expenses referred to in paragraph VI below, together with interest thereon, as if such fees and expenses had originally formed part of the Loan.
- g) By execution of this Facility Letter, the Borrower and Guarantor agree to indemnify and save harmless the Lender (and if the Lender is a limited partnership, then also its general partner) and their directors, officers, employees and agents, for any loss or damage (including, without limitation, the incurring of any legal fees or disbursements related thereto) suffered or incurred by any of them, regardless as to when such loss or damage arises and even after repayment of the Loan and discharge of the Security Documents, due to any misrepresentation by either the Borrower or Guarantor in relation to the Loan Documents or due to the breach by any of them of any terms or conditions of the Loan Documents or due to the existence of any Potential Prior-Ranking Claim (each, an "indemnified event"), and it is further agreed that the Security Documents, without limitation, shall secure all amounts payable under or in respect of such indemnity to the Lender and that until the Security Documents have been executed and registered such indemnity in favour of the Lender shall be additionally secured by a security interest in all of the present and after acquired personal property of the Borrower and each Guarantor (except consumer goods). The benefit of this clause shall survive termination of this Facility Letter for whatever reason and is granted to the Lender on its account and as nominee and agent for and on behalf of any Principal and, where applicable, the general partner, and any director, officer, employee or agent of the foregoing. The payment of any indemnification amount to the Lender shall not limit or impair the Lender's right to terminate any of its obligations under this agreement. Notwithstanding the foregoing, at the option of the Lender exercised by written notice

specifically stated to be given pursuant to this subparagraph, in instances where the indemnified event occurs prior to the initial funding of any of the Loan Amount and, in consequence thereof, the Lender does not, as contemplated herein, fund the Loan Amount, the Lender, instead of relying on the indemnity contained in this subparagraph, may elect, at its option, to be paid by the Borrower and/or Guarantor, as liquidated damages, any amounts paid by or for the account of the Borrower on account of the Set-Up Fee plus the following additional amounts: i) the balance of the Set-Up Fee owing; ii. all amounts owing under Part VI of Schedule "A"; and iii) an amount for forgone interest equal to A minus B, where A is equal to the minimum interest that would have accrued on the Loan Amount had the Loan funded, for the period commencing from - at the option of the Lender - either the date the Lender forwarded funds for the Loan advance to its solicitor or the date the Lender gives notice of the exercise of this liquidated damages option, to and until the Minimum Interest Date, and B is equal to the amount of interest that would be payable on a non-redeemable GIC issued by the Royal Bank of Canada on the Loan Amount for a term equal (or nearest equivalent) to the period utilized in calculating A above. In this regard, it is acknowledged that the occurrence of an indemnified event which consequently results in the non funding of the Loan Amount will cause the Lender economic loss and damages of types and amounts which are impossible to compute and ascertain with certainty as a basis for recovery and that, in such circumstance, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the Borrower shall pay them to Lender without limiting or impairing the Lender's right to terminate its obligations under this agreement.

h) Without limiting the generality of any other provision of this Agreement, it is a fundamental term of the Lender entering into this Facility Letter that the Lender and any Principal (and any director, officer, employee and agent of any of the foregoing) shall not, in any manner in connection with the Loan Documents or the transactions contemplated hereby or thereby (including enforcement proceedings in relation to the Security Documents or otherwise), be liable either in tort, contract or otherwise for any liability whatsoever (including without limitation for consequential damages howsoever arising), except, in the case of the Lender, for an amount not in excess of the Set-Up Fee actually paid to and received by the Lender and not previously returned by it. The benefit of this clause shall survive termination of this Facility Letter for whatever reason and shall be held by the Lender for its own account and also as agent and nominee for the other persons entitled to benefit therefrom.

i) Neither the Borrower nor the Guarantor will do or omit to do anything that will constitute an Event of Default or otherwise permit an Event of Default to exist.

j) This Facility Letter may be executed in counterparts and may be executed and delivered via facsimile or other electronic transmission, which counterparts, and facsimile or electronically transmitted copies shall together constitute one and the same Facility Letter with the same effect as if originally executed and delivered. Time shall be of the essence for all obligations of the Borrower and the Guarantor under this Facility Letter.

k) This Facility Letter, as well as all other Loan Documents entered into pursuant hereto, have been negotiated by each party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of the Loan Documents.

l) All headings or titles used herein are for reference only and are not to be used in the interpretation of the terms hereof.

m) Unless expressly provided otherwise, the obligations and liabilities of the Borrower and the Guarantor under this Facility Letter (including, without limitation, all indemnification obligations) shall survive the repayment of the Loan, discharge of the Security Documents and termination of this Facility Letter, save and except where such termination is in writing and specifically stated to extinguish such obligations and liabilities.

n) The Borrower and, as applicable, the Guarantor, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the Lender may reasonably request for the purpose of giving effect to the Loan Documents, including, without limitation, execution and delivery of such agreements as the Lender may require to perfect or better evidence the Security Documents.

o) Wherever the singular or masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or parties so require. To assist in construing this document, where the definition of Borrower or the definition of Guarantor as used herein includes more than one entity, it shall in relation to each instance where same appears in this Facility Letter, at the discretion of the Lender, mean either all such entities collectively and/or one or more such entities individually. Notwithstanding anything herein to the contrary, where the Borrower is comprised of more than one entity, the obligations of those entities hereunder and under the Security Documents shall be joint and several. In this Facility Letter: (i) an "entity" includes an individual; and (ii) a "person" has the meaning assigned to that term in the Interpretation Act of British Columbia (or its successor legislation).

p) The rights, remedies and powers conferred by this Facility Letter are in addition to, and not in substitution for, any other rights, remedies or powers the Lender may have under any of the Security Documents, at law, in equity or by or under any other statute. The Lender may exercise any of its rights, remedies or powers separately or in combination and at any time. No right, remedy or power of the Lender shall be exclusive of or dependent on any other.

- q) This Facility Letter contains the entire agreement amongst the parties relating to the loan transaction contemplated hereby and supersedes all previous oral or written communications or agreements. There are no representations, warranties, covenants or agreements relating thereto other than as set out herein or to be set out in the Security Documents.
- r) This Facility Letter is governed by and shall be construed in accordance with the laws of the Province of British Columbia and the Federal laws of Canada applicable therein, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Borrower or the Guarantor may be found. The Borrower and the Guarantor hereby irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia. Without limiting the right of the Lender to serve or deliver demands and legal process in any other manner, all demands and legal process may be served upon or delivered to the Borrower and the Guarantor by delivery, facsimile transmission or email to its address or number as set out in the Facility Letter.
- s) The Borrower and the Guarantor acknowledge and agree that where the Lender is a limited partnership, to the extent any of the Security Documents or other documentation relating to the Loan makes reference to the general partner, unless otherwise notified by the Lender in writing, the reference to the general partner will be to it in its capacity as general partner of the limited partnership, and not to it in its own right.
- t) In circumstances where the Lender is comprised of more than one person (and notwithstanding any actual or ostensible holding-out by any person to the contrary) no one such person shall be authorized to grant any waivers hereunder or otherwise amend or vary the Loan Documents on behalf of another and each such person comprising the Lender shall be required itself, in writing, to personally effect any of the foregoing.
- u) Wherever in the Loan Documents or any other agreement or document delivered to, or entered into with the Lender, pursuant or in connection hereto or thereto, any consent, permission, approval, judgement, discretion, opinion, determination or similar matter is required or contemplated to be made or given or exercised by the Lender or its solicitor, agent or consultant, the Lender or its solicitor, agent or consultant, may make or refrain from making or giving or exercising same as it in its sole and unfettered discretion decides and whenever in such agreements or documents something is to be to the satisfaction of either the Lender or its solicitor, agent or consultant (or words of similar import), same must be to their satisfaction in their sole and unfettered opinion. Furthermore, to the greatest extent permissible at law, the rights of the Lender under the Loan Documents and other such related documents and agreements shall not be restricted by doctrines of good faith dealings.
- v) The Lender may exercise any of its rights, remedies or powers under the Loan Documents separately or in combination and at any time. No right, remedy or power of the Lender shall be exclusive of or dependent on any other. The terms of this Facility Letter shall survive the delivery and registration of the Security Documents and there shall be no merger of those terms in this Facility Letter.
- w) It shall be a further condition precedent to the Lender's obligations hereunder that the Lender has received and (in its sole and unfettered discretion) approved of the following:
- i) Security Documents completed and, where necessary, registered in form and manner satisfactory to the Lender's solicitors with such solicitor having received satisfactory responses to all searches and enquiries of Governmental Authorities or otherwise conducted by it;
 - ii) Confirmation that all representations and warranties of the Borrower and the Guarantor under the Loan Documents were accurate in all respects when made and remain accurate in all respects as at the date of each advance under any of the Loan Documents;
 - iii) Confirmation that the Borrower is the registered and beneficial owner of the Property and has good and marketable title in and to the Property and, as well, in and to any related personal property, chattels and assets represented to be owned by it, subject only to permitted encumbrances (including, without limitation, location and dimensions of easements/rights-of-way), if any, expressly consented to in writing by the Lender;
 - iv) Statutory declaration of each individual (if any) comprising the Borrower and of a senior officer of each corporate party (if any) comprising the Borrower confirming: (i) that the representations and warranties set out in this Facility Letter are accurate, that all agreements of the Borrower and the Guarantor set out in this Facility Letter have been performed and that no Event of Default has occurred; (ii) if an assignment and postponement of claims is required as a Security Document, the nature, if any, of all non-arms-length indebtedness of the Borrower and Guarantor; and (iii) the full details of any legal, arbitral (or like) proceedings, awards, or judgments involving or rendered against the Borrower and/or the Guarantor for the past three years and whether any awards or judgments are unsatisfied;
 - v) Confirmation that there is no GST and/or HST (if any) or other sums owing that could result in a Potential Prior-Ranking Claim, including a letter from the Borrower's external accountant to that effect;

- vi) In the event the funding of the Loan is in relation to a proposed acquisition, written confirmation from the Borrower of the proposed closing date, given no earlier than ten Business Days and no later than five Business Days prior to the proposed closing date and sent to the Lender, marked "To the attention of the President - Urgent";
- vii) Confirmation from the Lender's solicitor at each occurrence of the Lender advancing a portion of the Loan, that the Lender's rights and priorities under the Security Documents shall be as contemplated hereunder and thereunder;
- viii) Where there is one or more Principal, written confirmation from them that they are satisfied with the terms and security for the Loan contemplated hereby and by the Security Documents; and
- ix) Name and contact information of a solicitor in good standing with the relevant Law Society where the Property is located who has been authorized by the Borrower to conclude on its behalf the financing transaction contemplated hereby.

VI. Legal and Other Charges. The Borrower and Guarantor covenant and agree, on a joint and several basis, to pay and/or reimburse the Lender, from time to time:

- a) \$695 as an agreed sum on account of the Lender's expenses related to each site inspection of the Property (as contemplated under this Facility Letter or otherwise deemed necessary by the Lender);
- b) all legal fees and disbursements in respect of the Loan, the preparation and issuance of the Loan Documents, the establishment of the Lender as a limited partnership, any matter which any party comprising the Borrower or Guarantor asks the Lender to consider in connection with the Loan, and the enforcement and preservation of the Lender's rights and remedies in relation to the Loan and the Loan Documents;
- c) all fees, costs and expenses of any type required to be paid by the Borrower or Guarantor under the terms of any of the Loan Documents; and
- d) all third party or Lender out of pocket expenses for work or services in relation to the Loan and the Loan Documents, which the Lender deems necessary from time to time (in its discretion), including without limitation, fees and disbursements for valuations, inspections, insurance reviews, engineering consultation, credit reporting, wire/bank charges, insurance premiums, other professional consultations, and responding to demands of any government or agency or department thereof;

whether or not the Loan Documents are completed, the conditions precedent herein are satisfied or waived or any funds are advanced under the Loan. The obligation of the Borrower and Guarantor under this paragraph VI shall survive the repayment of the Loan and the discharge of the Security Documents.

VII. Non-Merger and Assignment. The terms and conditions of this Facility Letter shall not be merged by and shall survive the execution of the Security Documents. In the event of a conflict between the terms of this Facility Letter and the terms of the Security Documents, the Lender (at its discretion) shall determine which terms shall prevail. The benefits conferred by this Facility Letter shall enure to the benefit of the Lender and its successors and assigns but may not be assigned by the Borrower or the Guarantor. The Lender (and where the Lender is comprised of more than one party, either or all) may assign some or all of its rights: (i) to the Loan; and (ii) under some or all of the Loan Documents without the consent of, or notice to the Borrower or the Guarantor and, upon an assignment by a Lender of all of its rights in the Loan and under specified, assigned Loan Documents, without further act or formality, such assignor shall for all purposes have no liability in respect of or in connection with this Loan or any of the Loan Documents and the assignee shall enjoy all the benefits and advantages in relation to the Loan and the Loan Documents assigned to it; provided, however, that the assignor, following such assignment, shall, nevertheless, continue to benefit from those advantage and rights (such as, for example, indemnities from the Borrower or Guarantor and limitations as to liability) contained in: (i) this Facility Letter; and (ii) other Loan Documents that are not specifically assigned, if any.

VIII. Waiver, Variation or Satisfaction. The permitting of, waiver of, or the acquiescence in the non-performance or non-observance of, or the extension of time for the performance of any of the covenants, agreements, stipulations, terms, conditions or provisos in any of the Loan Documents, expressed or implied, or the acceptance by the Lender of any payment subsequent to any default, shall not be or constitute any waiver by the Lender of or cure of any continuing or subsequent default, and shall not justify any default or delay on any other occasion and no waiver shall be inferred from or implied by anything done or omitted by the Lender, save only by express agreement signed by Lender's duly authorized officer. Without limiting the generality of the foregoing, any waiver or amendment to the Loan Documents and any consent or approval to be given hereunder must, unless otherwise expressly provided to the contrary, be in writing and signed by a duly authorized officer of the Lender. Any amendment to the Loan Documents agreed to by the Borrower, without any further act or formality, shall be deemed also to be agreed to by the Guarantor who hereby irrevocably authorizes the Borrower to act as its agent for the purpose of making such amendments on behalf of the Guarantor.

IX. Conditions Precedent. All conditions precedent contained in this Facility Letter shall, unless otherwise provided, be for the sole benefit of the Lender and may, in whole or part, be waived by it in its discretion. Without limiting the generality of the foregoing: i) notwithstanding any course of conduct amongst the parties, at the option of the Lender, any condition precedent contained in this Facility Letter shall be capable of being relied on by the Lender as not having been waived, unless the waiver of same is evidenced in writing by the Lender; and ii) the issuance of this Facility Letter after the delivery of miscellaneous due diligence information or after miscellaneous due diligence activities by the Lender or its solicitor shall not give rise to the presumption that the Lender is satisfied with same.

X. Invalidity or Unenforceability. If the provisions of any section of this Facility Letter or of any of the Security Documents or other agreements delivered by the Borrower or the Guarantor shall be held to be unenforceable or otherwise invalid, the holding shall not in any way affect the enforceability or validity of the remaining sections of this Facility Letter, the Security Documents or other agreements. If any of the foregoing documents or agreements are, or become, invalid or unenforceable as against some but not all of the persons or entities comprising the Borrower and the Guarantor, same shall remain (to the greatest extent permissible at law) valid and enforceable as against the remaining parties.

XI. Force Majeure. The Lender's failure or delay in the performance of any term or condition of any Loan Document as a result of circumstances or conditions beyond its reasonable control or, alternatively, occurring without its wilful intent (including, without limitation, Acts of God, government restrictions, labour disturbances affecting government registry offices, bank failure or delay in processing or clearing funds, wars, insurrection, failure of proposed or actual co-lenders, limited partners, Principals, or other funding sources to meet their funding undertakings or obligations in relation to the Loan, damage or destruction of any network facilities or servers, and failure of agents or consultants (including legal counsel) to substantially meet their performance obligations to the Lender in connection with the Loan or its proposed funding), shall not be deemed a breach of this Facility Letter or the Security Documents, as the case may be, and the Lender (and its directors, officers, employees and agents) shall have no liability in relation thereto.

XII. Notice. Unless otherwise consented to in writing, any demand, request or notice to be given under or in relation to or in connection with this Facility Letter shall be in writing and, if given to the Lender, shall be given by prepaid registered mail addressed to the address of the Lender appearing on page 1 with a copy sent by the same means to Lanyard Financial Corporation at its then head office address in Vancouver B.C., and if given to the Borrower and/or the Guarantor, may be given to the applicable address, fax number or email address appearing on the execution page hereof (or, to such other address in Canada, fax number or email addresses as the relevant party may advise by notice in accordance herewith). Any demand, request, or notice shall be deemed to have been received by the party to whom it is addressed upon delivery, if delivered and when transmitted, if (in accordance herewith) sent by facsimile or email transmission. The Guarantor irrevocably appoints the Borrower a non-exclusive agent for receipt of all demands, requests or notices to be given under or pursuant to the terms of any of the Loan Documents. The Borrower and Guarantor, until the first advance of the Loan, appoint the Borrower's mortgage broker (as set out in paragraph III f) of this Schedule A) as a non-exclusive agent for receipt of delivery of this Facility Letter and all documents, requests, if any, or notices to be given under or pursuant to the terms of this Facility Letter.

XIII. Amendments or Modifications to Security. The Lender in its discretion, and at any time or times, may release any part or parts of the Property or any covenant or covenants in this Facility Letter or in any of the Security Documents contained or any security for the Loan or any other amount(s) secured by any of the Security Documents, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender and without thereby releasing any other part of the Property or any of the other covenants in any of the Security Documents contained, or any other security for the monies or any part thereof secured by any of the Security Documents and may by extension or other agreement from time to time alter or agree with the Borrower to alter the terms of payment of all or any part of the monies secured by any of the Security Documents, the rate of interest to be charged or any other terms, provisos or conditions thereof, and no such agreement or alteration shall affect any other liability of the Borrower or the Guarantor under or in respect of this Facility Letter or the Security Documents.

XIV. Maximum Rate. Notwithstanding the fees and interest payable under this Facility Letter, and notwithstanding any other terms or conditions of the Loan Documents or any other agreements executed in favour of the Lender, in no event shall the payment to the Lender for interest, fees or otherwise, exceed the maximum payment permitted under Section 347 of the Criminal Code (Canada) or successor sections ("Section 347"). The interest payable on the credit advanced under the Loan (as interest and credit advanced are defined in Section 347) shall not exceed the maximum rate permitted by law calculated in accordance with generally accepted accounting and actuarial practices and principles. In the event that the Borrower would, but for this clause, be obligated to pay interest on the credit advanced under this Facility Letter at a criminal rate (as interest, credit advanced and criminal rate are defined in Section 347), the interest payable on the credit advanced hereunder shall be reduced to the maximum rate permitted by law, calculated in accordance with generally accepted accounting and actuarial practices and principles, firstly by reducing to the extent necessary the amount of any fees or other compensation or consideration other than interest payable under this Facility Letter, and secondly (if required) by reducing to the extent necessary the interest rate. In the event that the Borrower

has paid to the Lender interest at a criminal rate on the credit advanced under the Loan (as interest, credit advanced and criminal rate are defined in Section 347), the Lender shall, at the request of the Borrower, refund to the Borrower an amount equal to the amount by which such interest received by the Lender exceeds the criminal rate. The provisions of this Facility Letter and the Security Documents shall be modified and are deemed to be modified to the extent necessary to effect the foregoing.

SCHEDULE "B" TO FACILITY LETTER

Conditions Precedent

Part One:

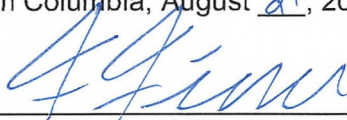
It shall be a condition precedent to the Lender's obligations under the Facility Letter that it has received and approved of, in form and substance satisfactory to the Lender in its sole and unfettered discretion, the following:

- a) External accountant prepared financial statements for the past two years for the Guarantor (which will include disclosure of any litigation or judgements affecting any of them);
- b) Signed, current dated Statement of Net Worth for each individual comprising the Borrower (which will include disclosure of any litigation or judgements affecting any of them);
- c) 2017 Income Tax Notice of Assessment for each party comprising the Borrower and Guarantor;
- d) SterlingBackCheck or other lender approved credit agency reports for each party comprising the Borrower and Guarantor;
- e) Current rent roll for the Property (disclosing the existence of any rights of refusal, or options to lease or purchase);
- f) 2018 operating statement and 2019 proforma operating statement for the Property;
- g) Stage I environmental site assessment for the Property and a letter of transmittal to the Lender from the author (Keystone Environmental Ltd.) authorizing the Lender's use of and reliance on the assessment by the Lender for mortgage financing purposes;
- h) Survey of the Property (of recent date and prepared by a registered land surveyor) showing: lot(s) boundaries, location of all improvements, encroachments on or from adjacent properties, location of registered easements and size;
- i) All commercial leases with respect to the Property and estoppel certificates from each tenant, and, unless otherwise waived by the Lender, postponement and/or attornment agreements (as determined by the Lender) from each tenant;
- j) Copies of any Material Contracts. As used herein, "Material Contracts" means any contract, agreement or undertaking currently (or in the previous 2 years) existing and pertaining to the use or enjoyment (or future use or enjoyment) of the Property, including, without limitation, pertaining to ingress or egress, utilities, parking or the rights to enjoy any advantage concerning the use of any other lands or premises in close proximity to the Property;
- k) Series of post-dated cheques of the Borrower made payable to "Lanyard Financial Corp. – in trust" in the amounts specified in paragraph 6 on account of the monthly payments due on the first day of each month commencing July 1, 2019 to and including the Maturity Date (Lanyard Financial Corp. being the Lender's payment receipts agent);
- l) Transmittal letter addressed to the Lender from Garnett Wilson Realty Advisors Ltd. permitting the Lender's use of the appraisal dated April 30, 2019 for mortgage purposes;;
- m) Site inspection of the Property by the Lender's representatives;
- n) Confirmation of Borrower's income or financial assets sufficient to service payments on the Loan during its term;
- o) Confirmation that no tenant improvement allowance payment obligations and other inducements or similar obligations (including rent free or rent discounted periods and the like) of any sort owed in relation to the Property;
- p) Corporate ownership chart for the Guarantor;
- q) Confirmation that property taxes, and other amounts capable of forming a charge on the Property are current ;
- r) Schedule of uses of funds for the Loan proceeds;
- s) Written confirmation from the Borrower's third party, external accountant, addressed to the Lender, confirming the Borrower is current with respect to its employee source deductions, GST/HST filing and payment obligations and the payment or discharge of any other obligations where failure to do so could result in a Potential Prior-Ranking Claim; and
- t) Confirmation of the appropriate zoning of the Property for the current use;
- u) Irrevocable Appointment of Agent for Service, naming the Guarantor, at the option of the Lender, as an alternative agent for service for the individuals comprising the Borrower for all notices, legal proceedings or legal process in connection with the Loan or the Loan Documents;
- v) Confirmation from the Lender's insurance consultant that the Borrower's insurance policies related to the Property meet the Insurance Requirements (evidence of insurance coverage is to be provided by the Borrower to the Lender at least five days prior to the initial advance);
- w) Confirmation that the Borrower and the use of the Property are in compliance with all Legal Requirements; and
- x) Such other assurances, documents, and materials (including, without limitation, comprehensive title reviews and/or opinions, registrations, and filings) as may be required by the Lender or its solicitor.

Part Two:

Nil

This is Exhibit "M" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

IN / OUT STATEMENT – DIRECTION TO PAY

Re: **LFC WEBSTER19 LIMITED PARTNERESHIP (“Lender”) - \$1,507,000.00 non – revolving loan (the “Loan”) in favour of HORST KARL ASCHENBROICH and HILDEGARD ELFRIEDE ASCHENBROICH (together, the “Borrowers”)**

FUNDS IN	
Funds received from Koffman Kalef LLP	\$1,469,066.79.
TOTAL FUNDS IN:	<u>\$1,469,066.79</u>
FUNDS OUT:	
Domain Mortgage Corp. to payout mortgage	\$606,059.16
Norton Stewart Business Lawyers	\$2,735.50
Con – Tech Systems Ltd.	\$860,272.13
TOTAL FUNDS OUT:	<u>\$1,469,066.79</u>

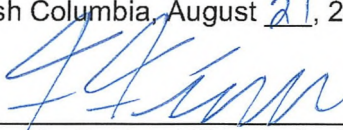
The undersigned hereby approves of the foregoing statement and hereby irrevocably authorizes and directs Norton Stewart to apply the proceeds as so set out.

Dated this ____ day of May, 2019.

Horst Karl Aschenbroich

Horst Karl Aschenbroich as Attorney in Fact for
Hildegard Elfriede Aschenbroich

This is Exhibit "N" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

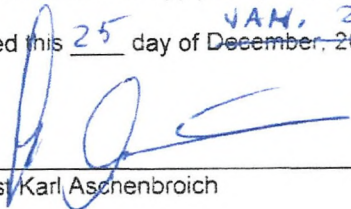
IN / OUT STATEMENT – DIRECTION TO PAY

Re: AVENTUS CAPITAL CORP (“Lender”) - \$655,000.00 non – revolving loan (the “Loan”) in favour of HORST KARL ASCHENBROICH and HILDEGARD ELFRIEDE ASCHENBROICH (together, the “Borrowers”)


FUNDS IN	
Funds received from Binpal & Associates	\$598,258.20
TOTAL FUNDS IN:	<u>\$598,652.41</u>
FUNDS OUT:	
Norton Stewart Business Lawyers re: O/S Invoice for Con-Tech International Holdings re General File no. 6022-11	\$571.20
Norton Stewart Business Lawyers re: O/S Invoice for Con-Tech Systems Ltd. re Strategic Planning File no. 5291-29	\$2,142.01
Norton Stewart Business Lawyers re: O/S Invoice for Con-Tech Systems Ltd. re: Adam Lesinsky: File no. 5291-34	\$8,663.20
Norton Stewart Business Lawyers estimated legal fees and disbursements for this transaction	\$2,750.00
Con-Tech Systems Ltd.	\$584,526.00
TOTAL FUNDS OUT:	<u>\$598,652.41</u>

The undersigned hereby approves of the foregoing statement and hereby irrevocably authorizes and directs Norton Stewart to apply the proceeds as so set out.

Dated this 25 day of ~~December~~ ^{JAN.} 2022, 2021.

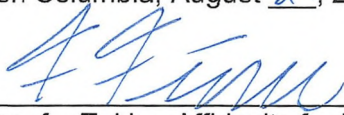


 Horst Karl Aschenbroich



 Horst Karl Aschenbroich as Attorney in Fact for
 Hildegard Elfriede Aschenbroich

This is Exhibit "O" referred to in the Affidavit of
Claudia Dennison, sworn before me at Vancouver,
Province of British Columbia, August 21, 2023.



Commissioner for Taking Affidavits for British
Columbia

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ESTATE OF HORST KARL ASCHENBROICH AND
ESTATE OF HILDEGARD ELFRIEDE ASCHENBROICH

PETITIONERS

AND:

CON-TECH SYSTEMS LTD.

RESPONDENTS

CONSENT TO ACT AS RECEIVER

MNP Ltd., of Suite 1600, MNP Tower, 1021 West Hastings Street, Vancouver, British Columbia, being a Licensed Insolvency Trustee under the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, hereby consents to act as receiver and manager, without security, of Con-Tech Systems Ltd. on the terms set out in Schedule "A" to the Petition filed in these proceedings, if so appointed by this Honourable Court.

DATED at the City of Vancouver, in the Province of British Columbia, this 18th day of August, 2023.

MNP LTD.

Per: _____
Name: Greg Ibbott, CIRP, LIT, CPA, CA
Title: Senior Vice President