



This is the 1st affidavit
of Alan Long in this case
and was made on July 22, 2025.

NO. H-250918
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BARRY CHARLES HOLDINGS LTD.
BECISON HOLDING CORPORATION
G.I.H. PROPERTIES LTD.
MCVICAR & COMPANY HOLDINGS INC.
TNL DEVELOPMENTS LTD.
AMAN GILL
PETER CHAPPELL
SANDRA CHAPPELL
TERESA GAUTREAU

PETITIONERS

AND:

27222 LOUGHEED HIGHWAY HOLDINGS LTD.
145 GOLDEN DRIVE LTD.
SKAW PROPERTIES LTD.
WHITEWATER CONCRETE LTD.
WHITEWATER DEVELOPMENTS LTD.
KRYSTLE HOLDINGS LTD.
BASTIAN HOLDINGS LTD.
TRILOGY CONCRETE 2021 LTD.
ROBERT KYLE SMITH
CRAIG ALLEN SMITH
ALL TENANTS OR OCCUPIERS OF THE
SUBJECT LANDS AND PREMISES

RESPONDENTS

AFFIDAVIT

I, ALAN LONG, Mortgage Administrator, c/o 930 – 777 Hornby Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Mortgage Administrator of the Petitioners herein, and as such have personal knowledge of the matters hereinafter deposed to save and except where stated to be made upon information and belief, and whereso stated I verily believe the same to be true.

2. I am authorized to make this Affidavit on behalf of the Petitioners and have read the Petition herein and say that the facts contained therein are true and correct.

3. Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of a Mortgage and assignment of rents dated February 23, 2024, (the "**Mortgage**") made between BARRY CHARLES HOLDINGS LTD., BECISON HOLDING CORPORATION, G.I.H. PROPERTIES LTD., MCVICAR & COMPANY HOLDINGS INC., TNL DEVELOPMENTS LTD., AMAN GILL, PETER CHAPPELL, SANDRA CHAPPELL, and TERESA GAUTREAU (the "**Petitioners**"), as Mortgagees, and 27222 LOUGHEED HIGHWAY HOLDINGS LTD. and 145 GOLDEN DRIVE LTD. (the "**Owner Respondents**"), as Mortgagors, SKAW PROPERTIES LTD., WHITEWATER CONCRETE LTD., WHITEWATER DEVELOPMENTS LTD., KRYSTLE HOLDINGS LTD., BASTIAN HOLDINGS LTD., TRILOGY CONCRETE 2021 LTD., 145 GOLDEN DRIVE LTD., 27222 LOUGHEED HIGHWAY HOLDINGS LTD., ROBERT KYLE SMITH, and CRAIG ALLEN SMITH (the "**Covenantors**"), as Covenantors, duly registered in the **New Westminster** Land Title Office on February 27, 2024, under Nos. CB1182040-CB1182041, respectively.

4. Attached hereto and marked as Exhibit "B" to this my Affidavit are true copies of letters dated April 30, 2025, which counsel, Mr. Brian Markus, caused to be sent to the Respondents, the Owner Respondents, as Mortgagors, and the Covenantors, as covenantors, demanding payment of the amount due and owing under the Mortgage. I verily believe it to be true that the demand has not been satisfied in whole or in part.

5. Attached hereto and marked as Exhibit "C" to this my Affidavit is a true copy of Title Searches pertaining to the subject lands and premises situated at 27222 Lougheed Highway, Maple Ridge, B.C. and 145 Golden Drive, Coquitlam, B.C., dated July 22, 2025, which Mr. Markus caused to be obtained.

6. I know of no facts which would constitute a defence to the claim or part of the claim of the Petitioners against the Respondents, the Owner Respondents and the Covenantors.

SWORN BEFORE ME in the City of
Vancouver, in the Province of British
Columbia, this 22nd day of July, 2025.

A Commissioner for taking
Affidavits within British Columbia

HEATHER A. FRYDENLUND
Barrister & Solicitor
SUITE 930-777 HORNBY STREET
VANCOUVER B.C.
CANADA V6Z 1S4

ALAN LONG



This is Exhibit "A" referred to in
the affidavit of Alan Long
sworn before me at Vancouver
in the Province of British Columbia
this 22 day of July, 2025
Heather A. Frydenlund
A Commissioner for taking Affidavits
within British Columbia

HEATHER A. FRYDENLUND
Barrister & Solicitor
SUITE 930-777 HORNBY STREET
VANCOUVER B.C.
CANADA V6Z 1S4

1. Application

Document Fees: \$156.34

File No.: 33058-001 SMITH

REDPOINT LAW LLP
SUITE 660 - 355 BURNARD STREET
VANCOUVER BC V6C 2G8
604.757.3032

2. Description of Land

PID/Plan Number	Legal Description
024-337-285	PARCEL 1 DISTRICT LOT 433 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP39524
023-895-128	LOT 3 DISTRICT LOT 67 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP35071

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

27222 LOUGHEED HIGHWAY HOLDINGS LTD.	BC1222829
AS TO PID: 024-337-285	
145 GOLDEN DRIVE	
COQUITLAM BC V7N 2L7	

145 GOLDEN DRIVE LTD.	BC0924951
AS TO PID: 023-895-128	
145 GOLDEN DRIVE	
COQUITLAM BC V7N 2L7	

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

BARRY CHARLES HOLDINGS LTD.	BC0390899
1292 VENABLES STREET	
VANCOUVER BC V6A 4B4	

As to an undivided
750000/3000000 interest

BECISON HOLDING CORPORATION	BC0486758
1661 WEST 5TH AVENUE	
VANCOUVER BC V6J 1N5	

As to an undivided
425000/3000000 interest

G.I.H. PROPERTIES LTD.	BC0966051
P.O. BOX 18027	
VANCOUVER BC V6M 4L3	

As to an undivided
500000/3000000 interest



MCVICAR & COMPANY HOLDINGS INC.
2015 SW MARINE DRIVE
VANCOUVER BC V6P 6B4

A0116269

As to an undivided
500000/3000000 interest

TNL DEVELOPMENTS LTD.
9400 FLORIMOND ROAD
RICHMOND BC V7E 1M1

BC0876733

As to an undivided
175000/3000000 interest

AMAN GILL
9400 FLORIMOND ROAD
RICHMOND BC V7E 1M1

BUSINESSPERSON

As to an undivided
250000/3000000 interest

PETER CHAPPELL
SANDRA CHAPPELL
505 - 1195 WEST BROADWAY
VANCOUVER BC V6H 3X5

BUSINESSPERSON
BUSINESSPERSON

AS JOINT TENANTS

As to an undivided
250000/3000000 interest

TERESA GAUTREAU
P.O. BOX 18027
VANCOUVER BC V6M 4L3

BUSINESSPERSON

As to an undivided
150000/3000000 interest

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$3,000,000.00	SEE SCHEDULE	MARCH 1, 2024
Interest Calculation Period	Payment Dates	First Payment Date
MONTHLY	1ST DAY OF EACH MONTH	APRIL 1, 2024
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
INTEREST ONLY CURRENTLY: \$30,000.00	N/A % per annum	MARCH 1, 2025
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
Yes	POSTAL ADDRESS AS SHOWN IN ITEM 4	MARCH 1, 2025
If yes, page and paragraph number: Page 20 Paragraph 20, MT140022		



6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes

8. Interest Mortgaged

Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage TermsD F Number: **MT140022**

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

10. Additional or Modified Terms

SEE SCHEDULE

Guarantor(s) or Covenantor(s):

SKAW PROPERTIES LTD., AS COVENANTOR**WHITEWATER CONCRETE LTD., AS COVENANTOR****WHITEWATER DEVELOPMENTS LTD., AS COVENANTOR****KRYSTLE HOLDINGS LTD., AS COVENANTOR****BASTIAN HOLDINGS LTD., AS COVENANTOR****TRILOGY CONCRETE 2021 LTD., AS COVENANTOR****145 GOLDEN DRIVE LTD., AS COVENANTOR****27222 LOUGHEED HIGHWAY HOLDINGS LTD., AS COVENANTOR****ROBERT KYLE SMITH, AS COVENANTOR****CRAIG ALLEN SMITH, AS COVENANTOR**

11. Prior Encumbrances Permitted by Lender

N/A



12. Execution(s)

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

YYYY-MM-DD

2024-02-23

27222 LOUGHEED HIGHWAY
HOLDINGS LTD.

By their Authorized Signatory

ROBERT KYLE SMITH

Tel: 604.684.3323

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

YYYY-MM-DD

2024-02-23

145 GOLDEN DRIVE LTD.

By their Authorized Signatory

ROBERT KYLE SMITH

Tel: 604.684.3323

Officer Certification

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



Land Title Act
Mortgage
 Part 1 Province of British Columbia

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

**SKAW PROPERTIES LTD., AS
 COVENANTOR**

By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

**WHITEWATER CONCRETE LTD., AS
 COVENANTOR**

By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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



Land Title Act
Mortgage
 Part 1 Province of British Columbia

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

WHITEWATER DEVELOPMENTS LTD.,
AS COVENANTOR
 By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

KRYSTLE HOLDINGS LTD., AS
COVENANTOR
 By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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



Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

YYYY-MM-DD

2024-02-23

**BASTIAN HOLDINGS LTD., AS
COVENANTOR**

By their Authorized Signatory

CRAIG ALLEN SMITH

Tel: 604.684.3323

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

YYYY-MM-DD

2024-02-23

**TRILOGY CONCRETE 2021 LTD., AS
COVENANTOR**

By their Authorized Signatory

ROBERT KYLE SMITH

Tel: 604.684.3323

Officer Certification

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



Land Title Act
Mortgage
 Part 1 Province of British Columbia

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYY-MM-DD

2024-02-23

**145 GOLDEN DRIVE LTD., AS
 COVENANTOR**

By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
 301 - 1228 HAMILTON STREET
 VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYY-MM-DD

2024-02-23

**27222 LOUGHEED HIGHWAY
 HOLDINGS LTD., AS COVENANTOR**

By their Authorized Signatory

ROBERT KYLE SMITH

Officer Certification

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



Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

**ROBERT KYLE SMITH, AS
COVENANTOR**

Officer Certification

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

REZA SADEGHI-YEKTA
Barrister & Solicitor
301 - 1228 HAMILTON STREET
VANCOUVER BC V6B 6L2

Tel: 604.684.3323

YYYY-MM-DD

2024-02-23

**CRAIG ALLEN SMITH, AS
COVENANTOR**

Officer Certification

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

Electronic Signature

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

Yi Shi AVF9SJ

Digitally signed by
Yi Shi AVF9SJ
Date: 2024-02-24
08:55:10 -08:00

5. PAYMENT PROVISIONS:

Interest Rate: The Mortgagor shall pay interest on the balance of the Principal Amount outstanding from time to time at the Interest Rate of **Royal Bank of Canada Prime Rate Plus 4.80%** per annum provided such rate shall not be less than **12.00%**, calculated and payable monthly, before and after the Balance Due Date as specified in Section 5 on Page 1 of this Form B Mortgage, before and after default, and before and after judgment.

The parties all agree that the Standard Mortgage Terms MT140022 references HSBC Bank Canada in the definitions of "Prime", "Prime Rate" and "Prime Lending Rate" and that notwithstanding such reference to HSBC Bank Canada, all such references to HSBC Bank Canada shall be amended to be replaced by the Royal Bank of Canada herein, and the Standard Mortgage Terms MT140022 and all other loan documents in connection with this transaction.

10. ADDITIONAL OR MODIFIED TERMS:

- (a) When not in default hereunder the Mortgagor may, on any Payment Date, prepay the Principal Amount then outstanding, in whole or in part, during the first four months of the term of this mortgage provided that the Mortgagee has previously received or the Mortgagor otherwise pays the greater of four months earned interest and \$120,000.00 in interest, on account of this mortgage loan. Thereafter, during the remaining eight months of the term of this mortgage, the Mortgagor may prepay the Principal Amount plus any unpaid interest and all other amounts due hereunder then outstanding, in whole or in part without notice, bonus or penalty interest.
- (b) Any payments made under this Mortgage received by the Mortgagee after 12:00 Noon Vancouver, British Columbia time on any date shall be deemed to have been received by the Mortgagee and credited to the Mortgagor's account under this Mortgage on the next following Business Day.
- (c) It is acknowledged and agreed to by the Mortgagee and Mortgagor that if there is an interest rate increase within the term of this Mortgage it is for commercial reasons, including but not limited to mitigation of the risk to the Mortgagee of increasing interest rates during the term of this Mortgage. The Mortgagor expressly acknowledges and agrees that the defined, limited increase in the interest rate for the remainder of the term of this Mortgage has been explained to them prior to funding this mortgage and they have had the opportunity to independently appraise the commercial reasons for such increase in the interest rate.

Funds must be received by the Mortgagee no later than 12:00 noon or interest will accrue until the next business day.

- (d) Payments:
 - (i) Interest on the Principal Amount shall commence to accrue as and from the day the Principal Amount is forwarded to the Mortgagee's Lawyers (the "Funding Date"), notwithstanding that the Principal Amount may not actually be received by the Mortgagor on that day.
 - (ii) The Mortgagor will pay to the Mortgagee a one hundred and fifty (\$150.00) dollar service fee, in each and every instance, when the Mortgage payments hereunder are not received by the Mortgagee on the first day of each month.
 - (iii) The Mortgagor will pay to the Mortgagee a one hundred and fifty (\$150.00) dollar service fee on all monthly payments of interest that are not honoured by the Mortgagor's Bank.

(e) Fees and Costs:

- (i) The Mortgagor shall pay to the Mortgagee a two hundred and fifty (\$250.00) dollars ("Execution Fee") for each legal title each time the Mortgagee's signature is required in connection with an execution of Strata Plans, execution of Municipal Documentation such as Easements and Right-of-Ways and Priority Agreement etc.
- (ii) The Mortgagor covenants and agrees to pay the Mortgagee's solicitors their reasonable legal fees and disbursements (not to exceed \$500.00) associated with the preparation, delivery and execution of a Discharge and Priority Agreement of this Mortgage.
- (iii) In the event that Mortgagee is required to commence proceedings to realize the Principal Amount, the Mortgagor agrees to allow the Mortgagee to commence proceedings in any Registry of the Supreme Court in the Province of British Columbia that it desires.
- (iv) The Mortgagee shall be entitled to, and the Mortgagor agrees to pay, whenever this Mortgage is paid in full and released from the land, a Discharge fee of SEVENTY-FIVE DOLLARS (\$75.00) for residential mortgages and/or a Discharge fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) for commercial mortgages. There shall be no requirement on the part of the Mortgagee to provide a discharge of the Mortgage prior to full payout of the Mortgage.
- (f) The Mortgagee may require that monthly instalments in an amount equal to 1/12 of the estimated property taxes on the property be paid to the Mortgagee at the time of each interest instalment under this Mortgage so as to enable the Mortgagee to pay the property taxes when due.
- (g) The Mortgagor will not further encumber the lands and premises forming the security for this Mortgage without first obtaining the express written consent of the Mortgagee.
- (h) If the Mortgagor is a corporation, the whole of the Principal Amount outstanding under this Mortgage, including interest and all costs thereon, shall be due and payable at the option of the Mortgagee, if there is, in the opinion of the Mortgagee, an effective change of control of the Mortgagor after the date hereof.
- (i) The Mortgagor covenants and agrees that the obligations of the Mortgagor contained in any commitment letter (the "Commitment Letter") issued in connection with this Mortgage to the extent that such obligations are not repeated in this Mortgage shall survive the execution and registration of this Mortgage and any default made under the terms of such Commitment Letter shall be deemed to be a default under the terms of this Mortgage. In the event of express conflict between the terms of this Mortgage and the Commitment Letter, the Mortgagee shall determine which of the provisions shall prevail.
- (j) NOTICE IS HEREBY GIVEN to every person dealing with title to the Land that the liabilities secured by this Mortgage include, without limiting the generality of any other provisions hereof, the liabilities of the Mortgagor to the Mortgagee under any other Mortgages (the "Other Mortgages"). Any default under the Other Mortgages will be a default under this Mortgage and any default under this Mortgage will be a default under the Other Mortgages and at the option of the Mortgagee the Principal Amount, interest and all other costs then due and owing under this Mortgage and the Other Mortgages will be due and payable. The Mortgagor hereby confirms that the Mortgagee has not given any covenant, express or implied, and is under no obligation to allow the Mortgagor any period of time to remedy any default under this Mortgage or the Other Mortgages prior to the Mortgagee exercising its rights and remedies hereunder.

- (k) Notwithstanding anything to the contrary contained or implied herein, Clause 15 of Schedule 6 of the Land Transfer Form Act is expressly excluded from this Mortgage.
- (l) EXCEPT WHERE clauses in this Form E have specifically replaced clauses in the Standard Filed Terms, any ambiguity or conflict between the clauses contained herein and the clauses in the Standard Filed Terms, shall be resolved at the Mortgagee's option by reference to the Standard Filed Terms or Commitment Letter dated January 29, 2024.
- (m) The parties agree that, notwithstanding any agreement to the contrary, no interest on the credit advanced will be payable in excess of that permitted by the laws of Canada. If the effective annual rate of interest, calculated in accordance with generally accepted actuarial practices and principles, would exceed 60% (or such other rate as the Parliament of Canada may deem from time to time as the criminal rate) on the credit advanced, then:
 - (i) the amount of any fees, bonuses, commissions or like charges payable in connection therewith will be reduced to the extent necessary to eliminate such excess;
 - (ii) any remaining excess that has been paid will be credited towards prepayment of the Principal Amount; and
 - (iii) any overpayment that may remain after such crediting will be returned forthwith upon demand.

In this paragraph the terms "interest", "criminal rate" and "credit advanced" have the meanings ascribed to them in s.347 of the *Criminal Code*.

If at any time any provision of this Mortgage in whole or in part is declared or held illegal, invalid or unenforceable under, or inconsistent with any applicable law or would by reason of any such law render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid, unenforceable or inconsistent or would so render the Mortgagee unable to collect any such loss, and this Mortgage will continue in full force and effect and be construed as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision. Further, if the aggregate of payments that constitute interest create an effective annual rate of interest that exceeds 60%, the documentation for this mortgage transaction will be modified to negate only that excess.

- (n) The Mortgagee does not have to advance or re-advance all or any part of the Principal Amount to the Mortgagor, if the Mortgagee decides not to, even though:
 - (i) the Mortgagor has signed the Mortgage or authorized its registration;
 - (ii) the Mortgage is registered in the land registry office; or
 - (iii) the Mortgagee has advanced part of the Principal Amount.

The Mortgagee may deduct from any advance:

- (i) any Property Taxes that are due;
- (ii) any interest that is due and payable on the date of the advance; and

- (iii) any mortgage default insurance premium and application fees.
- (o) Whether or not the Principal Amount is disbursed and notwithstanding retention of the Commitment Fee by the Mortgagee, all of the Mortgagee's costs and expenses, including without limitation all legal fees and disbursement and the cost of all reports, appraisals, inspections and investigations incurred by the Mortgagee in relation to the Loan and / or this Mortgage shall be paid by the Mortgagor. The Mortgagor shall also be responsible for any commission or finder's fee payable in connection with this Mortgage. All such amounts are payable forthwith, on demand by the Mortgagee, and may be added to the principal balance of the Mortgage and shall bear interest at the Interest Rate.
- (p) In addition to the Mortgagee's Expenses, the Mortgagor will be responsible for the Mortgagee's servicing fees to cover the Mortgagee's time and costs for administration of the Mortgage including without limitation, a fee or allowance for:
 - (i) dealing with each late or missed payment and for replacement of each cheque or other instrument not honoured when presented for payment, or any preauthorized payment that does not clear as scheduled;
 - (ii) preparing each assumption, arrears, reinstatement, discharge other than the mortgage statement, whether provided to the Mortgagee, the Mortgagee's agents or solicitors or any other interested person;
 - (iii) processing each application to obtain the Mortgagee's consent to assume the Mortgage or the Mortgagee's approval or consent for any other matter required by the Mortgage whether or not approval or consent is provided or the matter is completed;
 - (iv) processing each extension, renewal restructuring or other amendment of the Mortgage or amounts secured by the Mortgage, whether or not completed;
 - (v) investigating the status of realty tax payment and administering tax payments;
 - (vi) investigating the status of any insurance and administering insurance cancellations and paying insurance premiums;
 - (vii) registering a financing statement or financing change statement or issuing or receiving any notice or information security status or acknowledgement request and conducting any required searches;
 - (viii) registering electronically or otherwise or executing and delivering any discharge of the Mortgage (notwithstanding that the discharge may have been prepared by the Mortgagor or other persons on behalf of the Mortgagor);
 - (ix) the personal time and trouble of the Mortgagee's employees or agents in collecting any payment or inquiring into compliance or otherwise reviewing or dealing with or enforcing any other obligation contained in the Mortgage or instructing and assisting counsel or other agents with respect to the enforcement of the Mortgage and any litigation in relation thereto or in managing or selling the Property including, without limitation, with respect to taxes, Strata Expenses and matters, insurance, repair and construction, environmental matters, leases and other encumbrances; and
 - (x) generally, any matter connected with the proper administration of the Mortgage.

The Mortgagee's administration fees shall be the amounts established and generally applied by the Mortgagee from time to time and may be disclosed in the Mortgage Form or other Credit Documents or ascertained upon inquiry to the Mortgagee.

In the event of an occurrence of an Event of Default, the Mortgagee shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee of Two Thousand (\$2,000.00) Dollars for each month or part thereof for which the Mortgagor remains in default. This administration and management fee is intended to reimburse the Mortgagee for the additional time and effort expended in the management and administration of the Security and of the Land. The said sum or sums are agreed to be a liquidated amount to cover the Mortgagee's administration and management costs and are not intended nor shall be construed to be a penalty. All such sums payable to the Mortgagee shall be a charge upon the Land, secured by the Security and shall bear interest at the interest rate specified in this Agreement until paid in full.

- (q) All demands or notices which may or are required to be given herein shall be in writing and shall be given personally by serving the same upon any officer of the party to be served or by mail by posting the same by prepaid registered mail addressed:
 - (i) to the Mortgagor at the address set out in item 3 of this Mortgage; and
 - (ii) to the Mortgagee at the address set out in item 4 of this Mortgage.
- (r) The Mortgagor and the Covenantor expressly acknowledge and agree that this Mortgage has been executed under seal and shall take effect as a Deed.
- (s) Condition of Discharge:
 - (i) At the Mortgagee's option, if applicable, as a condition of discharge of this mortgage and all related loan security documents, in addition to full payment of all costs due and owing to the Mortgagee including principal and interest, interest on interest, protective disbursements and all costs, as provided for under this Mortgage or in the Commitment Letter, the Mortgagor will provide the Mortgagee with current and up to date clearance letter from:
 - i. Canada Revenue Agency, Income Tax Act (deemed statutory trusts) section 227(4) (payroll deductions);
 - ii. Excise Tax Act (G.S.T.) collected under Section 222(1); and
 - iii. Employment Standards Act, RSBC 1996.
 - (ii) As a condition of the Mortgagee providing an executed and registrable discharge of this mortgage, the Mortgagor must provide the Mortgagee with written confirmation from Canada Revenue Agency satisfactory to the Mortgagee that all goods and services tax and payroll source deduction payments and remittances are current and paid in full as of the date of the Mortgagor's request for the discharge of this Mortgage, which written confirmation from Canada Revenue Agency must be dated not more than thirty (30) days before the date that the Mortgage is repaid in full. This clearance certificate process can take a considerable amount of time and therefore the Mortgagor is advised to make arrangements for obtaining this clearance certificate as soon as possible in advance of the anticipated repayment and discharge of this mortgage.

- (t) The term of the mortgage is twelve (12) months and may be prepaid in full or in part without notice, bonus or penalty provided that the Mortgagee has first earned and received four (4) months interest in the amount of \$120,000.00 (the "Mortgage Term"). However, if the Mortgagor does not pay out this Mortgage at the expiration of the Mortgage Term and the Mortgagee remains satisfied with the Mortgagor's credit and its security, the Mortgagee may at its sole and absolute option automatically renew this Mortgage for further terms of six (6) months each on a payment of a one (1%) percent fee of the Principal Amount (the "Renewal Fee") for each renewal term. This Renewal Fee is split 50/50 between the Mortgagee and Mandate Management Corporation and must be paid to the Mortgagee or to its direction by the Mortgagor on the first day of the renewal term. In the event that such Renewal Fee is not paid by the Mortgagor at the commencement of the renewal term, then such amount shall, at such time, be an amount added to the Principal Amount and shall bear interest thereon as set out herein until paid out.
- (u) FOR the purposes of the Interest Act (Canada) where an interest rate herein is a rate calculated monthly, the equivalent rate of interest, calculated half-yearly not in advance, expressed as percent per annum shall be determined by reference to the following table:

Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not in Advance (%)	Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half- Yearly Not in Advance (%)
2.000	2.00835	14.000	14.41474
2.125	2.13443	14.125	14.54724
2.250	2.26057	14.250	14.67981
2.375	2.38678	14.375	14.81244
2.500	2.51306	14.500	14.94514
2.625	2.63940	14.625	15.07791
2.750	2.76580	14.750	15.21075
2.875	2.89228	14.875	15.34366
3.000	3.01881	15.000	15.47664
3.125	3.14542	15.125	15.60968
3.250	3.27208	15.250	15.74279
3.375	3.39882	15.375	15.87597
3.500	3.52562	15.500	16.00922
3.625	3.65249	15.625	16.14254
3.750	3.77942	15.750	16.27593
3.875	3.90642	15.875	16.40939
4.000	4.03348	16.000	16.54291
4.125	4.16061	16.125	16.67650
4.250	4.28781	16.250	16.81016
4.375	4.41507	16.375	16.94389
4.500	4.54240	16.500	17.07769
4.625	4.66979	16.625	17.21156
4.750	4.79725	16.750	17.34550
4.875	4.92478	16.875	17.47950
5.000	5.05237	17.000	17.61358
5.125	5.18003	17.125	17.74772
5.250	5.30776	17.250	17.88193
5.375	5.43555	17.375	18.01621
5.500	5.56341	17.500	18.15056
5.625	5.69133	17.625	18.28498

Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not in Advance (%)	Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half- Yearly Not in Advance (%)
5.750	5.81932	17.750	18.41947
5.875	5.94738	17.875	18.55403
6.000	6.07550	18.000	18.68865
6.125	6.20369	18.125	18.82335
6.250	6.33195	18.250	18.95811
6.375	6.46027	18.375	19.09295
6.500	6.58866	18.500	19.27785
6.625	6.71711	18.625	19.36282
6.750	6.84564	18.750	19.49766
6.875	6.97423	18.875	19.63297
7.000	7.10288	19.000	19.76815
7.125	7.23160	19.125	19.90340
7.250	7.36039	19.250	20.03872
7.375	7.48925	19.375	20.17411
7.500	7.61817	19.500	20.30956
7.625	7.74716	19.625	20.44509
7.750	7.87621	19.750	20.58068
7.875	8.00534	19.875	20.71635
8.000	8.13452	20.000	20.85208
8.125	8.26378	20.125	20.98789
8.250	8.39310	20.250	21.12376
8.375	8.52249	20.375	21.25971
8.500	8.65195	20.500	21.39572
8.625	8.78147	20.625	21.53180
8.750	8.91106	20.750	21.66796
8.875	9.04072	20.875	21.80418
9.000	9.17045	21.000	21.94047
9.125	9.30024	21.125	22.07683
9.250	9.43010	21.250	22.21326
9.375	9.56002	21.375	22.34977
9.500	9.69002	21.500	22.48634
9.625	9.82008	21.625	22.62298
9.750	9.95021	21.750	22.75969
9.875	10.08040	21.875	22.89647
10.000	10.21066	22.000	23.03332
10.125	10.34099	22.125	23.17024
10.250	10.47139	22.250	23.30724
10.375	10.60185	22.375	23.44430
10.500	10.73238	22.500	23.58143
10.625	10.86298	22.625	23.71863
10.750	10.99365	22.750	23.85590
10.875	11.12438	22.875	23.99324
11.000	11.25519	23.000	24.13066
11.125	11.38605	23.125	24.26814
11.250	11.51699	23.250	24.40569
11.375	11.64800	23.375	24.54331
11.500	11.77909	23.500	24.68101
11.625	11.91021	23.625	24.81877

Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not in Advance (%)	Current Mortgage Rate Calculated Monthly Not in Advance (%)	Equivalent Interest Rate Calculated Half- Yearly Not in Advance (%)
11.750	12.04141	23.750	24.95660
11.875	12.17269	23.875	25.09451
12.000	12.30403	24.000	25.23248
12.125	12.43544	24.125	25.37053
12.250	12.56692	24.250	25.50865
12.375	12.69846	24.375	25.64683
12.500	12.83008	24.500	25.78509
12.625	12.96176	24.625	25.92342
12.750	13.09351	24.750	26.06181
12.875	13.22533	24.875	26.20028
13.000	13.35721		
13.125	13.48916		
13.250	13.62118		
13.375	13.75327		
13.500	13.88543		
13.625	14.01766		
13.750	14.14995		
13.875	14.28231		

- (v) Skaw Properties Ltd., Whitewater Concrete Ltd., Whitewater Developments Ltd., Krystle Holdings Ltd., Bastian Holdings Ltd., Trilogy Concrete 2021 Ltd., 145 Golden Drive Ltd., 27222 Loughheed Highway Holdings Ltd., Robert Kyle Smith and Craig Allen Smith are covenantors under this Mortgage.

END OF DOCUMENT

This is Exhibit "B" referred to in
the affidavit of Alan Long
sworn before me at Vancouver
in the Province of British Columbia
this 22 day of July, 2025
Heather A. Frydenlund
A Commissioner for taking Affidavits
within British Columbia

HEATHER A. FRYDENLUND
Barrister & Solicitor
SUITE 930-777 HORNBY STREET
VANCOUVER B.C.
CANADA V6Z 1S4

Brian C. Markus

LAW CORPORATION

File Reference #7438-089

COPY

April 30, 2025

By Courier

27222 Lougheed Highway Holdings Ltd.
c/o Paul C. Weir Law Corporation
#2 – 107 Kings Road West
North Vancouver, B.C. V7N 2L7

27222 Lougheed Highway Holdings Ltd.
145 Golden Drive
Coquitlam, B.C. V7N 2L7

145 Golden Drive Ltd.
c/o Paul C. Weir Law Corporation
#2 – 107 Kings Road West
North Vancouver, B.C. V7N 2L7

145 Golden Drive Ltd.
145 Golden Drive
Coquitlam, B.C. V7N 2L7

Dear Sir/Madam:

Re: Mortgage to Barry Charles Holdings Ltd., Becison Holding Corporation, G.I.H. Properties Ltd., McVicar & Company Holdings Inc., TNL Developments Ltd., Aman Gill, Peter Chappell, Sandra Chappell and Teresa Gautreau
Over: 27222 Lougheed Hwy, Maple Ridge, BC
PID: 024-337-285
Legal: Parcel 1 District Lot 433 Group 1 New Westminster District Plan LMP39524
And
Over: 145 Golden Drive, Coquitlam, BC
PID: 023-895-128
Legal: Lot 3 District Lot 67 Group 1 New Westminster District plan LMP35071

We are the solicitors acting on behalf of Barry Charles Holdings Ltd., Becison Holding Corporation, G.I.H. Properties Ltd., McVicar & Company Holdings Inc., TNL Developments Ltd., Aman Gill, Peter Chappell, Sandra Chappell and Teresa Gautreau (the "Mortgagees") with respect to the *inter alia* Mortgage registered in the New Westminster Land Title Office on February 27, 2024, under No. CB1182040 (the "Mortgage"). Please note that we are not protecting your interests in this matter.

We are instructed that the mortgage has matured, has not yet been renewed and you are in arrears of payment of interest and other expenses incurred with respect to the Mortgage.

Pursuant to the terms of the Mortgage, and upon the instructions of our client, we hereby demand payment of the total outstanding amount, including interest to the date of payment and expenses.

We are instructed that as of April 30, 2025, the amount owing will be as follows:

Principal as of April 1, 2025	\$3,000,000.00
Outstanding Interest to April 30, 2025	\$59,429.23
Discharge Fee	\$250.00
Lenders Execution fee	\$75.00
Other (Notary Society fee)	\$15.00
Legal Fees and Disbursements	<u>\$3,000.00</u>
Total owing as of April 30, 2025	\$3,062,769.23

The total now due and owing under this mortgage is \$3,062,769.23, with a current per diem amount of \$1,004.19.

Payment must be made by certified cheque or bank draft payable to Brian C. Markus, Law Corporation "In Trust" and sent directly to us at the address as stated above.

If the total outstanding amount is not paid within ten days of the date of this letter, we are instructed to take such steps without further notice to you, including commencing foreclosure proceedings and seeking judgment against you under your covenant, as may be necessary to protect and enforce the Mortgagee's rights and security.

We have also attached a Notice of Intention to Enforce Security.

Finally, please be advised that all future correspondence, in connection with this matter should be directed to the undersigned and not to my client, until you are advised to the contrary.

Yours truly,
BRIAN C. MARKUS LAW CORPORATION

Per: 
BRIAN C. MARKUS
BCM/wl
Enclosures

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3
(Subsection 244(1))

NOTICE OF INTENTION TO ENFORCE SECURITY

To: 27222 Lougheed Highway Holdings Ltd. and 145 Golden Drive Ltd.

TAKE NOTICE THAT:

1. Barry Charles Holdings Ltd., Becison Holding Corporation, G.I.H. Properties Ltd., McVicar & Company Holdings Inc., TNL Developments Ltd., Aman Gill, Peter Chappell, Sandra Chappell and Teresa Gautreau, secured creditors, intend to enforce their security on the following properties as described below:

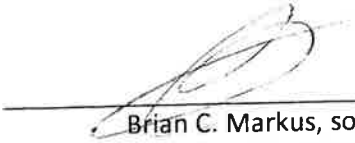
Real properties described as:

Over: 27222 Lougheed Hwy, Maple Ridge, BC
PID: 024-337-285
Legal: Parcel 1 District Lot 433 Group 1 New Westminster District Plan LMP39524
And
Over: 145 Golden Drive, Coquitlam, BC
PID: 023-895-128
Legal: Lot 3 District Lot 67 Group 1 New Westminster District plan LMP35071

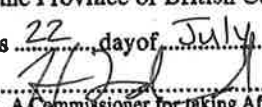
(Together, the "Properties")

2. The security that is to be enforced is in the form of a Mortgage registered in the New Westminster Land Title Office on February 27, 2024, under No. CB1182040.
3. The total amount of indebtedness as of April 30, 2025, secured by the security is \$3,062,769.23.
4. The secured creditor will not have the right to enforce the Mortgage until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

Dated at Vancouver, British Columbia, on April 30, 2025



Brian C. Markus, solicitor for
Barry Charles Holdings Ltd., Becison Holding Corporation,
G.I.H. Properties Ltd., McVicar & Company Holdings Inc.,
TNL Developments Ltd., Aman Gill, Peter Chappell,
Sandra Chappell and Teresa Gautreau

This is Exhibit "C" referred to in
the affidavit of Alan Long
sworn before me at Vancouver
in the Province of British Columbia
this 22 day of July, 2025

A Commissioner for taking Affidavits
within British Columbia

HEATHER A. FRYDENLUND
Barrister & Solicitor
SUITE 930-777 HORNBY STREET
VANCOUVER B.C.
CANADA V6Z 1S4

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$15000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

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

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA7777768
From Title Number	CA2278982
Application Received	2019-09-30
Application Entered	2019-10-02
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	27222 LOUGHEED HIGHWAY HOLDINGS LTD., INC.NO. BC1222829 145 GOLDEN DRIVE COQUITLAM, BC V7N 2L7
Taxation Authority	Maple Ridge, City of
Description of Land	
Parcel Identifier:	024-337-285
Legal Description:	PARCEL 1 DISTRICT LOT 433 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP39524
Legal Notations	
	HERETO IS ANNEXED EASEMENT BL378580 OVER PART PLAN LMP35612 OF PCL ONE (SRW PLAN 101) DL 433 GR 1 NWD EXCEPT: PART PLAN 63143
	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL ACT, SEE BN38461
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7787445 FILED 2019-10-02
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7787446 FILED 2019-10-02
	PERSONAL PROPERTY SECURITY ACT NOTICE, SEE CA9432137

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$15000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

PERSONAL PROPERTY SECURITY ACT NOTICE, SEE CA9747171

PERSONAL PROPERTY SECURITY ACT NOTICE, SEE CB395277

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
Registration Number: 78323C
Remarks: SEE 125945E

Nature: MORTGAGE
Registration Number: CA7778099
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA7778100
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: MORTGAGE
Registration Number: CB1182040
Registration Date and Time: 2024-02-27 14:07
Registered Owner: BARRY CHARLES HOLDINGS LTD.
INCORPORATION NO. BC0390899
AS TO AN UNDIVIDED 750000/3000000 INTEREST
BECISON HOLDING CORPORATION
INCORPORATION NO. BC0486758
AS TO AN UNDIVIDED 425000/3000000 INTEREST
G.I.H. PROPERTIES LTD.
INCORPORATION NO. BC0966051
AS TO AN UNDIVIDED 500000/3000000 INTEREST
MCVICAR & COMPANY HOLDINGS INC.
INCORPORATION NO. A0116269
AS TO AN UNDIVIDED 500000/3000000 INTEREST
TNL DEVELOPMENTS LTD.
INCORPORATION NO. BC0876733
AS TO AN UNDIVIDED 175000/3000000 INTEREST
AMAN GILL
AS TO AN UNDIVIDED 250000/3000000 INTEREST
PETER CHAPPELL
SANDRA CHAPPELL
AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT
TENANTS
TERESA GAUTREAU
AS TO AN UNDIVIDED 150000/3000000 INTEREST
Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$15000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1182041
Registration Date and Time:	2024-02-27 14:07
Registered Owner:	BARRY CHARLES HOLDINGS LTD. INCORPORATION NO. BC0390899 AS TO AN UNDIVIDED 750000/3000000 INTEREST
Registered Owner:	BECISON HOLDING CORPORATION INCORPORATION NO. BC0486758 AS TO AN UNDIVIDED 425000/3000000 INTEREST
Registered Owner:	G.I.H. PROPERTIES LTD. INCORPORATION NO. BC0966051 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	MCVICAR & COMPANY HOLDINGS INC. INCORPORATION NO. A0116269 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	TNL DEVELOPMENTS LTD. INCORPORATION NO. BC0876733 AS TO AN UNDIVIDED 175000/3000000 INTEREST
Registered Owner:	AMAN GILL AS TO AN UNDIVIDED 250000/3000000 INTEREST
Registered Owner:	PETER CHAPPELL SANDRA CHAPPELL AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT
Registered Owner:	TENANTS TERESA GAUTREAU AS TO AN UNDIVIDED 150000/3000000 INTEREST
Remarks:	INTER ALIA

Duplicate Infeasible Title	NONE OUTSTANDING
-----------------------------------	------------------

Transfers	NONE
------------------	------

Pending Applications	NONE
-----------------------------	------

TITLE SEARCH PRINT

File Reference: 7438-089

- Declared Value \$7000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**
Land Title OfficeNEW WESTMINSTER
NEW WESTMINSTER**Title Number**
From Title NumberCA2480840
CA1397327**Application Received**

2012-04-11

Application Entered

2012-04-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

145 GOLDEN DRIVE LTD., INC.NO. BC0924951
145 GOLDEN DRIVE
COQUITLAM, BC
V3K 6T1**Taxation Authority**

Coquitlam, City of

Description of Land

Parcel Identifier:

023-895-128

Legal Description:

LOT 3 DISTRICT LOT 67 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP35071

Legal NotationsHERETO IS ANNEXED EASEMENT BL335521 OVER PART (PLAN LMP35072) LOT 2
PLAN LMP35072**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT-OF-WAY

Registration Number:

355917C

Registration Date and Time:

1964-06-09 12:21

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

PLAN 22625 EXTENDED BY L76078

ASSIGNED TO AB203671

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$7000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

Nature: STATUTORY BUILDING SCHEME
Registration Number: S60298
Registration Date and Time: 1980-06-30 12:10
Remarks: INTER ALIA
LAND TITLE ACT SECTION 216
WITH PRIORITY OVER
355917C
MODIFIED BY U30019

Nature: COVENANT
Registration Number: S89438
Registration Date and Time: 1980-09-04 10:26
Registered Owner: DISTRICT OF COQUITLAM
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
Remarks: INTER ALIA
SECTION 215 LAND TITLE ACT

Nature: STATUTORY BUILDING SCHEME
Registration Number: U30019
Registration Date and Time: 1982-04-07 12:28
Remarks: INTER ALIA
MODIFICATION OF S60298

Nature: STATUTORY RIGHT OF WAY
Registration Number: AB203671
Registration Date and Time: 1988-10-03 10:15
Registered Owner: B.C. GAS INC.
INCORPORATION NO. 74280
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
PLAN 22625
ASSIGNMENT OF 355917C (SEE L76078)
REC'D 09/06/1964 @ 12:21

Nature: COVENANT
Registration Number: BL335515
Registration Date and Time: 1997-09-30 15:19
Registered Owner: CITY OF COQUITLAM
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT
Registration Number: CA1352064
Registration Date and Time: 2009-11-16 14:52
Remarks: APPURTENANT TO LOT 3 KOOTENAY DISTRICT PLAN 1262

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$7000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

Nature: LEASE
Registration Number: BB1290629
Registration Date and Time: 2010-11-01 10:53
Registered Owner: WHITEWATER CONCRETE LTD.
INCORPORATION NO. 385154

Nature: MORTGAGE
Registration Number: CA7778101
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA7778102
Registration Date and Time: 2019-09-30 11:01
Registered Owner: BUSINESS DEVELOPMENT BANK OF CANADA

Nature: MORTGAGE
Registration Number: CB481917
Registration Date and Time: 2023-02-17 12:59
Registered Owner: HSBC BANK CANADA

Nature: MORTGAGE
Registration Number: CB576153
Registration Date and Time: 2023-04-21 12:47
Registered Owner: HSBC BANK CANADA

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$7000000

2025-07-22, 10:49:43

Requestor: Sarah Frydenlund

Nature:	MORTGAGE
Registration Number:	CB1182040
Registration Date and Time:	2024-02-27 14:07
Registered Owner:	BARRY CHARLES HOLDINGS LTD. INCORPORATION NO. BC0390899 AS TO AN UNDIVIDED 750000/3000000 INTEREST
Registered Owner:	BECISON HOLDING CORPORATION INCORPORATION NO. BC0486758 AS TO AN UNDIVIDED 425000/3000000 INTEREST
Registered Owner:	G.I.H. PROPERTIES LTD. INCORPORATION NO. BC0966051 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	MCVICAR & COMPANY HOLDINGS INC. INCORPORATION NO. A0116269 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	TNL DEVELOPMENTS LTD. INCORPORATION NO. BC0876733 AS TO AN UNDIVIDED 175000/3000000 INTEREST
Registered Owner:	AMAN GILL AS TO AN UNDIVIDED 250000/3000000 INTEREST
Registered Owner:	PETER CHAPPELL SANDRA CHAPPELL AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT TENANTS
Registered Owner:	TERESA GAUTREAU AS TO AN UNDIVIDED 150000/3000000 INTEREST
Remarks:	INTER ALIA

TITLE SEARCH PRINT

File Reference: 7438-089

Declared Value \$7000000

2025-07-22, 10:40:43

Requestor: Sarah Frydenlund

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1182041
Registration Date and Time:	2024-02-27 14:07
Registered Owner:	BARRY CHARLES HOLDINGS LTD. INCORPORATION NO. BC0390899 AS TO AN UNDIVIDED 750000/3000000 INTEREST
Registered Owner:	BECISON HOLDING CORPORATION INCORPORATION NO. BC0486758 AS TO AN UNDIVIDED 425000/3000000 INTEREST
Registered Owner:	G.I.H. PROPERTIES LTD. INCORPORATION NO. BC0966051 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	MCVICAR & COMPANY HOLDINGS INC. INCORPORATION NO. A0116269 AS TO AN UNDIVIDED 500000/3000000 INTEREST
Registered Owner:	TNL DEVELOPMENTS LTD. INCORPORATION NO. BC0876733 AS TO AN UNDIVIDED 175000/3000000 INTEREST
Registered Owner:	AMAN GILL AS TO AN UNDIVIDED 250000/3000000 INTEREST
Registered Owner:	PETER CHAPPELL SANDRA CHAPPELL AS TO AN UNDIVIDED 250000/3000000 INTEREST AS JOINT TENANTS
Registered Owner:	TERESA GAUTREAU AS TO AN UNDIVIDED 150000/3000000 INTEREST
Remarks:	INTER ALIA
Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1365568
Registration Date and Time:	2024-06-10 09:15
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING**Transfers** NONE**Pending Applications** NONE

VANCOUVER REGISTRY
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BARRY CHARLES HOLDINGS LTD.
BECISON HOLDING CORPORATION
G.I.H. PROPERTIES LTD.
MCVICAR & COMPANY HOLDINGS INC.
TNL DEVELOPMENTS LTD.
AMAN GILL
PETER CHAPPELL
SANDRA CHAPPELL
TERESA GAUTREAU

PETITIONERS

AND:

27222 LOUGHEED HIGHWAY HOLDINGS LTD.
145 GOLDEN DRIVE LTD.
SKAW PROPERTIES LTD.
WHITEWATER CONCRETE LTD.
WHITEWATER DEVELOPMENTS LTD.
KRYSTLE HOLDINGS LTD.
BASTIAN HOLDINGS LTD.
TRILOGY CONCRETE 2021 LTD.
ROBERT KYLE SMITH
CRAIG ALLEN SMITH
ALL TENANTS OR OCCUPIERS OF THE
SUBJECT LANDS AND PREMISES

RESPONDENTS

AFFIDAVIT #1 OF ALAN LONG

BRIAN C. MARKUS
Barrister and Solicitor
#930 - 777 Hornby Street
Vancouver, B.C. V6Z 1S4
Telephone: 604-623-3335
Fax: 604-688-9981
Email: bcm@lightspeed.ca
File No. 7438-089
HAF/sf