



This is the 2nd Affidavit
of Jared McCreery in this case
and was made on August 18, 2026

No 264776
Vancouver Registry

In the Supreme Court of British Columbia

Between:

ROYAL BANK OF CANADA

PETITIONER

And:

WEST HORIZON CONTRACTING INC.

RESPONDENT

AFFIDAVIT

I, Jared McCreery, c/o 300 – 1465 Ellis Street, Kelowna, British Columbia,
AFFIRM THAT:

1. I am a director of WHC and, as such, have personal knowledge of the matters hereinafter deposed to save and except where same are stated to be on information and believe and where so stated I verily believe them to be true.
2. I adopt the defined terms set out in the 1st Affidavit of Michael Daerendinger, filed June 24, 2026 in this action for reference only.
3. I also adopt the defined terms set out in my 1st affidavit, filed July 23, 2026.

A. Progress of Work to Date and Payments

4. As of the date of affirming this affidavit, the Ongoing Projects identified in paragraphs 27 to 31 continue to be progressed by WCH, and payments continue to be made to WHC for the work completed on the Ongoing Project.
5. On the Kersley Project, MoTi has provided a progress estimate dated August 5, 2026, showing the level of completion of WHC's work (the "**Kersley Project Estimate**"). Attached and marked as **Exhibit "A"** is a copy of Kersley Progress Estimate with redactions of unit pricing and email from MoTi enclosing it.
6. As indicated in the Kersley Progress Estimate, \$459,937.11 has been paid to WHC for work completed in the month of July 2026.

7. On the Quesnel Project, MoTi has provided a progress estimate dated July 15, 2026 (but provided to WHC on July 25, 2026), showing the level of completion of WHC's work (the "**Quesnel Project Estimate**"). Attached and marked as **Exhibit "B"** is a copy of the Quesnel Project Estimate with redactions of unit pricing and email from MoTi enclosing it.
8. As indicated in the Quesnel Progress Estimate, \$459,687.51 has been paid to WHC for work completed for work completed between June 11, 2026 and June 30, 2026.
9. Attached and marked as **Exhibit "C"** is a copy of the direct deposit receipt of the MoTi payment for the amount on the Quesnel Progress Estimate, dated July 28, 2026.
10. On the Phase 3 Project, MoTi has proved a progress estimate dated August 5, 2026, showing the level of completion of WHC's work (the "**Phase 3 Project Estimate**"). Attached and marked as **Exhibit "D"** is a copy of the Phase 3 Project Estimate and email from MoTi enclosing it.
11. As indicated in the email enclosing the Phase 3 Project Estimate, WHC was recently paid \$466,191.24 by MoTi for progress payment #8.
12. Attached and marked as **Exhibit "E"** is a copy of the direct deposit receipt of the MoTi payment for the amount on the Phase 3 Progress Estimate, dated August 10, 2026. This deposit receipt includes additional amount above the amounts listed in progress payment #8.
13. ICPEI has engaged JS Held as a consultant on the MoTi Projects to ensure the orderly advancement of the projects.

B. Kersley Overages

14. WHC is still in the process of determining the final amount of the Overages identified in paragraph 43 of my first affidavit.
15. MoTi has accepted an overage on the calcium chloride spreading work on the on the Kersley Project. Attached and marked as **Exhibit "F"** is a copy of the email from MoTi dated July 27, 2026.
16. WHC and MoTi have agreed to some of the other Overages and are in the process of confirming quantities for parts of the clean drainage fill above the 120% overrun. Attached and marked as **Exhibit "G"** is a copy of my communication with MoTi dated July 24, 2026 to August 13, 2026.

Refinancing Progress

17. Upon review, paragraph 64, Exhibit X of my first affidavit, does not contain the copy of the Provida Credit Proposal that I have signed. Attached and marked as **Exhibit "H"** is a copy of the credit proposal signed by myself.
18. WHC continues to work with Provida Financial Corporation as they complete their due diligence. The process is ongoing, and I have been communicating with Provida Financial Corporation as recently as yesterday. Attached and marked as **Exhibit "I"** is a copy of my communications with Provida Financial Corporation dated August 14-17, 2026.

C. Reply to the 2nd Affidavit of M. Daerendinger

19. In response to paragraph 9 of the 2nd Affidavit of M. Daerendinger made on August 17, 2026 ("**RBC Affidavit #2**"), the budget impacts of the Cost Overrun was not known at the initial time of WHC's communications to RBC. I cannot comment on how RBC internally views "earnings in excess of billings" but this is WHC's standard practice of how work completed is accounted for. There was no attempt to mislead RBC.
20. In response to paragraphs 16 to 18 of RBC Affidavit #2:
 - a. I am not aware that anyone at WHC requested the forbearance agreement be arranged urgently;
 - b. As articulated in paragraph 5 of my first affidavit, RBC, through counsel, approached me with the Forbearance Letter Agreement on an urgent basis.
 - c. The communication upon which RBC, through counsel, demands the Forbearance Letter Agreement was omitted from Exhibit D of my first affidavit.
 - d. Further to paragraph 11 of my first affidavit, attached and marked as **Exhibit "J"** is a copy of the correspondence in which counsel for RBC demands the Forbearance on RBC's terms.
21. I was not physically present before the lawyer as commissioner but was in the lawyer's electronic presence and linked with the lawyer utilizing video technology for the remote commissioning of this affidavit.

22. I acknowledge the solemnity of making the affidavit and acknowledge the consequences of making an untrue statement.

AFFIRMED BEFORE

ME at Kelowna, British Columbia

On August 18, 2026



A commissioner for taking
Affidavits for British Columbia

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)
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)
)



Jared McCreery

Connor Elliott
Barrister & Solicitor
300 - 1465 Ellis Street
Kelowna, BC V1Y 2A3
Phone: (250) 762-5434

This is Exhibit "A" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Graham, Eric TT:EX <Eric.Graham@gov.bc.ca>
Sent: Friday, August 7, 2026 1:23 PM (PT)
To: Jared McCreery <Jared@westhorizon.ca>
Cc: Kasun Hewage <kasunhewage@westhorizon.ca>
Subject: 26250-0001 KD July 2026 estimate 12
Attachment: 262500001-Estimate-12 JULY 2026.pdf

Please see attached for your records.

Regards

Eric Graham
Ministry Representative - CRRP- Quesnel

Provincial Field Services

Ministry of Transportation & Transit

E: Eric.Graham@gov.bc.ca

D: 250-706-7743

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Progress Estimate

Contract: 2025M0001 Contractor: WEST HORIZON CONTRACTING INC.
Description: Kersey-Dave Landing Rd Site
Anticipated Completion Date: 2026-09-30
Estimate #: 12
Type: 1 - Progress
From 2025-07-01 To 2026-07-31

ITEM #	DESCRIPTION	UOM	EST. QUANTITY	QUANTITY THIS EST.	QUANTITY PREV. EST.	QUANTITY TO DATE	UNIT PRICE OR VALUE	AMOUNT TO DATE	AMOUNT THIS EST.
SECTION 1 - GENERAL									
01.01	Modulation	LS	100%	1.3%	65.06%	66.36%			
01.02	Ministry Site Office	LS	100%	2.73%	79.87%	79.87%			
01.03	Quality Management	LS	100%	6.85%	67.13%	73.98%			
01.04	Provisional Sum For Site Modifications (Refer to SP 1.30)	PS	\$1,500,000.00	\$35,251.62	\$465,795.66	\$531,037.56			
01.05	Diesel Fuel Price Adjustment (Refer to SP 1.34)	PS	\$75,000.00	\$0.00	\$50,570.16	\$50,570.16			
01.06	Fuel Nations Employment Opportunities (Refer to SP 1.21)	PS	\$540,000.00	\$0.00	\$189,000.00	\$189,000.00			
01.07	Labour (ESG) Reporting (Refer to SP 1.26)	PS	\$15,000.00	\$0.00	\$0.00	\$0.00			
SECTION 2 - TRAFFIC MANAGEMENT									
02.01	Traffic Management	LS	100%	4.44%	69.84%	73.08%			
SECTION 3 - GRADING									
03.01.01	Clearing	HA	0.74	0	0.36	0.36			
03.02.01	Grubbing	HA	14.36	0	11.5	11.5			
03.03.01	Remove Existing Culverts by Excavation	M	36	0	22	22			
03.03.02.01	Remove and Relocation of Existing Steel Traffic Barriers	M	227	0	0	0			
03.03.03.01	Remove Existing Fencing	M	2501	0	144	144			
03.03.03.02	Relocation of Existing Gates	EA	1	1	2	2			
03.03.04.01	Decommission Existing Geotechnical Test Hole Casings and Monitoring Wells	EA	7	0	0	0			
03.03.05.01	Protect and Preserve Existing Geotechnical Instrumentation	EA	4	0	0	0			
03.04.01	Organic Striping	M3	33927	36	32117	32156			
03.04.02	Type D Excavation to On-Site Diagonal (DPFA #2)	M3	76386	2294	108237	110537			
03.04.03	Type D Excavation - On-Site Use (DPFA #2)	M3	54609	0	86106	86106			
03.04.04	Type D Borrow (Conditional Item) (DPFA #2)	M3	5000	0	0	0			
03.04.05	Centricated Type D Embankment (DPFA #2)	M3	500	0	313	313			
03.04.06	Import Granular Embankment Fill (DPFA #2)	M3	113986	20571	80445.5	111018.6			
03.04.07	Import Clean Drainage Fill (DPFA #2)	M3	7135	0	9513.9	9513.9			

W/Sheet



Progress Estimate

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05 Aug 2025 18:17
Eggenham

ITEM #	DESCRIPTION	UoM	EST. QUANTITY	QUANTITY THRU EST.	QUANTITY PREV EST.	QUANTITY TO DATE	UNIT PRICE OR VALUE	AMOUNT TO DATE	AMOUNT THRU EST.
03.05.01	Non-Woven Geotextile for Import Drainage Fil (Class 2)	M2	25540	0	33235	33235			
03.05.02	Geogrid (Conditional Item)	M2	1000	3307	882	4189			
03.05.03	Geotextile (LDPE)	M2	3830	0	0	0			
03.06.01	5mm Gravel Sub-Base (SGSB) (DFPA #3)	M3	12843	8038.4	4383.61	12420.01			
03.06.02	25mm Well Graded Base Course Aggregate (WGB) (DFPA #3)	M3	9100	558	3222.1	3780.1			
03.06.03	High Fine Surfacing Aggregate (HFA) (DFPA #3)	M3	2582	213.4	951.8	1065			
03.07.01	Supply and Install Steel Traffic Barriers	M	248	0	0	0			
03.07.02	Supply and Install Energy Absorbing Terminals	EA	0	0	0	0			
SECTION 4 - DRAINAGE									
04.01.01	HDPE (600 mm diameter)	M	123	11.6	111.4	123			
04.01.02	HDPE (750 mm diameter)	M	33	0.6	28.4	33			
04.01.03	HDPE (900 mm diameter)	M	37	7.4	28.6	37			
04.01.04	SRPE (1200 mm diameter)	M	44	0	44	44			
04.02.01	Culvert End Walls (1200mm diameter)	EA	1	0.15	0.75	0.9			
04.03.01	Riprap 10kg (DFPA #1)	M3	532	3.5	0	3.5			
04.03.02	Riprap 25kg (DFPA #1)	M3	643	0	0	0			
04.03.03	Riprap 50kg (DFPA #1)	M3	220	80	187.4	247.4			
04.03.04	Riprap 100kg (DFPA #1)	M3	50	0	0	0			
04.03.05	Clon Blocks (DFPA #1)	EA	2	0	0	0			
04.03.06	Check Dams (DFPA #1)	EA	28	0	0	0			
SECTION 5 - SIGNING									
05.01.01	Remove Existing Signs (Single Post)	EA	16	0	0	0			
05.01.02	Remove Existing Signs (Two Post)	EA	1	0	0	0			
05.02.01	Relocate Existing Signs (Single Post)	EA	13	0	0	0			
05.02.02	Relocate Existing Signs (Two Post)	EA	1	0	0	0			
05.03.01	New Signs (Single Post)	EA	34	0	0	0			
SECTION 6 - FENCING, CATTLE GUARD, SEEDING AND LANDSCAPING									
06.01.01	Type C1 Fencing	M	2472	0	0	0			
06.02.01	Relocate Existing Cattle Guards	EA	2	1	0	1			
06.03.01	Revegetation Seeding	HA	8.61	0	0	0			
06.03.02	Hydraulic Erosion Control Products (HECPs)	HA	3.12	0	0	0			

Version

Progress Estimate

Page 3 of 4
05 Aug 2026 10:17
EGraham

ITEM #	DESCRIPTION	UOM	EST. QUANTITY	QUANT/% THIS EST.	QUANT/% PREV EST.	QUANT/% TO DATE	UNIT PRICE OR VALUE	AMOUNT TO DATE	AMOUNT THIS EST.
36.03 03	Biodegradable Linear Sediment Trap	M	7563	0	0	0	\$9.20	\$0.00	\$0.00
37.01	Debour Construction	LS	100%	0%	100%	100%	\$1.00	\$300,000.00	\$0.00
SUB-TOTAL (1)								\$4,299,329.85	\$461,089.84
LESS HOLDBACK TAKEN									\$23,054.50
SUB-TOTAL (2)									\$438,035.34
PLUS GST 5%									\$21,901.77
AMOUNT PAID TO THE CONTRACTOR									\$459,937.11



Progress Estimate

CONTRACT SUMMARY

Awarded Value:	\$6,073,906.70
Amendments (Previous Estimate):	\$0.00
Amendments (This Estimate):	\$0.00
Approved Amendments (To Date)	\$0.00
Revised Value:	\$6,073,906.70
Less value of Work to Date:	\$0.00
Amount Remaining:	\$6,073,906.70
Heldback	
Taken to Date:	\$214,966.49
Paid to Date:	\$0.00

CERTIFIED CORRECT

Ministry Representative:	Eric Graham (MINISTER OF FINANCE OF BC)
Qualified Receiver:	TKuliner (Tammy Kuliner)
Procurement #	
Certified that the amount to be paid is correct in accordance with the appropriate statute or other authority for payment contract, and where applicable, that the work has been performed, the goods supplied, the service rendered and/or conditions met	

FINANCIAL INFORMATION

Contract No	26250M/J0001	Supplier #	2654312 - 001	Vendor	WEST HORIZON CONTRACTING INC.	Address	
Invoice #	26250M/J000112						

PAYMENT CODING (ORCA)

RC	Project Number	Service Line	STOB	Total Amount
55262	5526250	62145	7222	\$461,089.84

HOLDBACK CODING

RC	Project Number	Service Line	STOB	Total Amount
55262	5526250	62145	3167	\$23,054.50

This is Exhibit "B" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Samuel Bani <sbani@mcelhanney.com> (Ministry Representative – Quesnel Hydraulic Road Realignment)
Sent: Saturday, July 25, 2026 1:43 PM (PT)
To: Kasun Hewage; Jared McCreery
Cc: Mark Des Mazes; Sahan Kasthuriarachchi; Quesnel Hydraulic (McElhanney); Jonathan Gayowski; Cody Pallin
Subject: RE: 26656-0002 – Quesnel Hydraulic Re-Alignment - Progress Payment Submission - June 2026
Attachment: 26656-0002 Quesnel Hydrualic Re- Alignement PE#1-SBrev 3.pdf

Hi Kasun and Jared,

Following an internal review of Progress Estimate #1, the Ministry has revised the estimate to align with the contractual payment provisions associated with two lump sum items.

As part of the review, the payment items for **Protection of the Environment** and **Traffic Management** were reassessed against the applicable Special Provision payment clauses. At the time of the review, the contractual payment milestones associated with those items had not yet been achieved, and as such, the amounts previously included for those items have been removed from PE #1. Specifically:

- **Protection of the Environment** was reduced from **\$43,562.50** to **\$0.00**.
- **Traffic Management** was reduced from **\$54,725.00** to **\$0.00**.

All other items included in the revised estimate were considered supportable based on the documentation and progress achieved to date.

As a result of these revisions, the value of PE #1 was adjusted from **\$559,127.12** to **\$460,839.62**.

These items may be reconsidered for payment in a future progress estimate once the applicable contractual payment requirements have been satisfied.

Please review the attached revised Progress Estimate #1 and let me know if you have any questions. **The estimate was re-submitted and has been approved and moving on to contracts at the Ministry.** I will provide a further update at days end on Monday on its progress.

Regards,
 Sammy

Samuel Bani
 Ministry Representative – Quesnel Hydraulic Road Realignment
 McElhanney Ltd.
 www.mcelhanney.com D 604 209 3294 SBani@mcelhanney.com
 8837 201 St, Langley Twp, BC V2Y 0C8

From: Kasun Hewage <kasunhewage@westhorizon.ca>
Sent: June 30, 2026 1:09 PM
To: Samuel Bani; Cody Pallin
Cc: Jared McCreery; Mark Des Mazes; Sahan Kasthuriarachchi; Quesnel Hydraulic; Jonathan Gayowski
Subject: 26656-0002 – Quesnel Hydraulic Re-Alignment - Progress Payment Submission - June 2026

Hi Samuel and Cody,

Please find attached the draft progress payment for the month of June 2026 for your review.

Please note that we submitted the initial TMP on May 26, 2026 and received comments from the Ministry on June 24, 2026. Our Traffic Engineer is currently working on the revisions, and I will resubmit it as soon as it is

ready.

Thank you

Sincerely,

Kasun Hewage, Project Manager, West Horizon Contracting

Progress Estimate

15 Jul 2026 10:57

SBarr

Contract: 2655M.U0002 Contractor: WEST HORIZON CONTRACTING INC.
Description: Quesnel Hydraulic/Capital Works
Anticipated Completion Date: 2026-12-31

Estimate #: 15

Type: 1 - Progress

From 2026-06-11 To 2026-06-30

ITEM #	DESCRIPTION	UoM	EST. QUANTITY	QUANTITY THIS EST.	QUANTITY PREV EST.	QUANTITY TO DATE	UNIT PRICE OR VALUE	AMOUNT TO DATE	AMOUNT THIS EST.
SECTION 1 - GENERAL									
01 01	Mobilization	LS	100%	75%	0%	75%			
01 02	Quality Management	LS	100%	25%	0%	25%			
01 03	Protection of the Environment	LS	100%	0%	0%	0%			
01 04	First Nations Employment Opportunities (Refer to SP 1.21) (will)	PS	\$1.00	\$0.17	\$0.00	\$0.17			
01 05	Provisional Sum for Site Modifications (Refer to SP 1.31)	PS	\$1.00	\$0.00	\$0.00	\$0.00			
01 06	Diesel Fuel Price Adjustment (Refer to SP 1.35)	PS	\$1.00	\$0.00	\$0.00	\$0.00			
01 07	Labour (ESG) Reporting (Refer to SP 1.36)	PS	\$1.00	\$0.00	\$0.00	\$0.00			
01 08	Ministry Site Office	LS	100%	50%	0%	50%			
SECTION 2 - TRAFFIC MANAGEMENT									
02 01	Traffic Management	LS	100%	0%	0%	0%			
SECTION 3 - GRADING									
03 01	Clearing and Grubbing		0	0	0	0			
03 01 01	Clearing	HA	1	0	0	0			
03 01 02	Grubbing	HA	4	0	0	0			
03 02	Removal and Relocation of Existing Works		0	0	0	0			
03 02 01	Remove Existing Culverts by Excavation	M	55	0	0	0			
03 02 02	Remove and Dispose of Existing Sill Fencing	M	66	0	0	0			
03 02 03	Remove Wood Monitoring Pole	EA	8	0	0	0			
03 02 04	Remove and Stockpile Existing Concrete Barriers	M	156	0	0	0			
03 02 05	Relocate Existing Monitoring Station	LS	100%	0%	0%	0%			
03 02 06	Protect and Preserve Existing Geotechnical Instrumentation	EA	7	0	0	0			
03 03	Roadway and Drainage Excavation		0	0	0	0			

Progress Estimate

15 Jul 2025 10:57

03 03 01	Organic Strippling - off-Site Disposal (DFPA 3)	M3	6643	0	0	0	0	0	0
03 03 02	Type D Excavation - off-Site Disposal (DFPA 3)	M3	20192	0	0	0	0	0	0
03 03 03	Granular Borrow - Haul and Place (DFPA 3)	M3	38673	0	0	0	0	0	0
03 04	Granular Materials		0	0	0	0	0	0	0
03 04 01	High Fines Surfacing Aggregate (DFPA 4)	M3	795	0	0	0	0	0	0
03 04 02	25 mm Well Graded Base Course (DFPA 4)	M3	1470	0	0	0	0	0	0
03 04 03	Select Granular Sub-Base (DFPA 4)	M3	1790	0	0	0	0	0	0
03 05	Slide Monitoring Program		0	0	0	0	0	0	0
03 05 01	Slide Monitoring Program	LS	100%	25%	0%	0%	25%	0%	0%
03 06	Phase 2 Construction - RSS Embankment Preparation		2 0	0	0	0	0	0	0
03 06 01	Temporary Soil Nail Slope Support Design (CONDITIONAL ITEM)	LS	100%	0%	0%	0%	0%	0%	0%
03 06 02	Temporary Soil Nail Slope Support Mobilization (CONDITIONAL ITEM)	LS	100%	0%	0%	0%	0%	0%	0%
03 06 03	Temporary Soil Nail Slope Support Construction (CONDITIONAL ITEM)	M2	1000	0	0	0	0	0	0
03 07	Excavation Seepage Control (CONDITIONAL ITEM)	M	100	0	0	0	0	0	0
SECTION 4 - RETAINING STRUCTURES - PROPRIETARY REINFORCED SOIL SLOPE									
04 01	Reinforced Soil Slope (RSS)	M2	2122	0	0	0	0	0	0
SECTION 5 - DRAINAGE									
05 01	Culverts		0	0	0	0	0	0	0
05 01 01	1050 mm dia HDPE DR26 c/w 2x Mire Bends	M	17	0	0	0	0	0	0
05 01 02	1200 mm dia HDPE DR26	M	34	0	0	0	0	0	0
05 02	Culvert End Treatments		0	0	0	0	0	0	0
05 02 01	Culvert End Wall - 1050 mm dia HDPE Pipe c/w Mire Bond	EA	1	0	0	0	0	0	0
05 03	Shallow Drains	M	525	0	0	0	0	0	0
05 04	Riprap		0	0	0	0	0	0	0
05 04 01	Class 10 kg Riprap - Load from Stockpile, Haul and Place (DFPA 2)	M3	265	0	0	0	0	0	0

Progress Estimate

05 04 02	Class 25 kg Riprap - Load from Stockpile, Haul and Place (DFPA 2)	M3	120	0	0	0	0
05 04 03	Class 50 kg Riprap - Load from Stockpile, Haul and Place (DFPA 2)	M3	105	0	0	0	0
05 04 04	Class 100 kg Riprap - Load from Stockpile, Haul and Place (DFPA 2)	M3	325	0	0	0	0
05 04 05	Class 250 kg Riprap - Load from Stockpile, Haul and Place (DFPA 2)	M3	360	0	0	0	0
05 05	Geosynthetics and Erosion Control Products		0	0	0	0	0
05 05 01	Geomembrane Ditch Liner	M2	869	0	0	0	0
05 05 02	Bio-Degradable Erosion Control Blanket (ECB)	M2	7274	0	0	0	0
05 06	Rock Blanket - Load from Stockpile, Haul and Place (CONDITIONAL ITEM)	M3	1000	0	0	0	0
05 07	Modification of Existing Riprap Revestment	LS	100%	0%	0%	0%	0%
SECTION 6 - ROADSIDE BARRIER AND GATES							
06 01	Steel W-Beam Traffic Barrier System		0	0	0	0	0
06 01 01	Steel W-Beam Traffic Barrier	M	672	0	0	0	0
06 02	Gates		0	0	0	0	0
06 02 01	Standard Gravel Pit Entry Gate	EA	1	0	0	0	0
SECTION 7 - SIGNING							
07 01	Remove Existing Signs		0	0	0	0	0
07 01 01	Remove Existing Signs	EA	11	0	0	0	0
07 02	Supply and Install New Signs		0	0	0	0	0
07 02 01	Supply and Install Sign (Single Post)	EA	13	0	0	0	0

Progress Estimate

15 Jul 2026 10:57
SBani

SECTION 8 - ENVIRONMENTAL									
08 01	Revegetation Seeding	HA	2.5	0	0	0	\$27,252.69	\$0.00	\$0.00
08 02	Riparian Seeding Mix	M2	2,705	0	0	0	\$11 \$2	\$0.00	\$0.00
08 03	Riparian Plantings	EA	150	0	0	0	\$368.31	\$0.00	\$0.00

SUB-TOTAL (1)

\$460,839.62

LESS HOLDBACK TAKEN

\$23,041.88

SUB-TOTAL (2)

\$437,797.63

PLUS GST 5%

\$21,889.88

AMOUNT PAID TO THE CONTRACTOR

\$459,887.51



Progress Estimate

13.03.2022 10:17
S:\amr

CONTRACT SUMMARY	
Awarded Value:	\$6,732,948.02
Amendments (Previous Estimate):	\$0.00
Amendments (This Estimate):	\$0.00
Approved Amendments (To Date)	\$0.00
Revised Value:	\$6,732,948.02
Less value of Work to Date:	\$460,639.62
Amount Remaining:	\$6,272,308.40
Holdback	
Taken to Date:	\$23,041.99
Paid to Date:	\$0.00

CERTIFIED CORRECT	
Ministry Representative:	Sam Burt (MCELHANNEN CONSULTING SERVICES LTD.)
Qualified Receiver:	Tammy Kuffner
Procurement #	
Certified that the amount to be paid is correct in accordance with the appropriate statute or other authority for payment contract, and where applicable, that the work has been performed, the goods supplied, the service rendered and/or conditions met	

FINANCIAL INFORMATION					
Contract No.	20056M-0002	Supplier #	2054312 - 001	Vendor	WEST HIGHLAND CONTRACTING INC.
Invoice #	20626M-00021	Address			
PAYMENT CODING (ORCA)					
RC	Project Number	Service Line	STOB	Total Amount	
55262	5626656	62145	7222	\$460,639.62	
HOLDBACK CODING					
RC	Project Number	Service Line	STOB	Total Amount	
55262	5626656	62145	3167	\$23,041.99	

This is Exhibit "C" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: CASDoNotReply@gov.bc.ca
Sent: Tuesday, July 28, 2026 12:18 PM (PT)
To: Jared McCreery <Jared@westhorizon.ca>
Subject: DIRECT DEPOSIT CONFIRMATION

PLEASE DO NOT RESPOND TO THIS EMAIL

The Government of BC will make the following payment to you via Electronic Funds Transfer on the deposit date below.

Deposit Date: Jul 31, 2026
 Deposit Amount: \$459,687.51
 Supplier Name: WEST HORIZON CONTRACTING INC.
 Supplier Number: 2654312
 Supplier Location: 002
 Issuing Ministry: TH

Payment Number: 55200027896

Invoice Number: 26656MJ00021A
 Invoice Date: Jul 15 2026
 Invoice Amount: 459,687.51

Description: Contract
 26656MJ0002 PE #1 QUESNEL HYDRAULIC/CAPT

For payment inquiries, please contact ENQUIRY BC
 Victoria: 250-387-6121 Vancouver: 604-660-2421
 Elsewhere in BC: 1-800-663-7867

Note: Using courier font to view this message may improve alignment.

***** End of Message *****

This is Exhibit "D" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Nick Dhaliwal <NDhaliwal@binnie.com> (Ministry Representative, Prj 38439MJ0000 – Cycle 16-Phase 3)
Sent: Wednesday, August 5, 2026 12:13 PM (PT)
To: Mark Des Mazes <mdesmazes@westhorizon.ca>
Cc: Jared McCreery; Surenth Shanmugam; Sahan Kasthuriarachchi
Subject: [PP#8 PROCESSED] : Cycle 16, MUP Ph-3
Attachment: Progress Estimate.pdf (Invoice 38439MJ00008)

Hi Mark

PP # 8 was processed this morning– please see attached copy.

Items Paid:

1. Schedule 7 Item 05.01, Qty: 1,001 for \$14,140.62
2. Schedule 7 Item 05.02, Qty: 1,001 for \$363,310.45
3. Schedule 7 Item 08.11, Qty: 221 for \$4,199.00
4. Schedule 7 Item 05.01, Qty: 256 for \$84,541.17

Total: \$466,191.24

Thanks.

Nick Dhaliwal, ASCT, PTech (He/Him)
Senior Construction Manager, Staff Manager
D +1 (604) 862-7609
314-9440 202 Street, Langley, BC, V1M 4A6
T +1 (604) 574-3336 | www.binnie.com



Progress Estimate

Page 2 of 2

05 Aug 2026 10:53

NDhalwai

CONTRACT SUMMARY

Awarded Value:	\$1,762,724.99
Amendments (Previous Estimate):	(\$0.00)
Amendments (This Estimate):	\$0.00
Approved Amendments (To Date)	\$61,571.12
Revised Value:	\$1,824,296.11
Less value of Work to Date:	\$1,822,359.22
Amount Remaining:	\$1,536.89
Holdback	
Taken to Date:	\$91,117.96
Paid to Date:	\$0.00

CERTIFIED CORRECT

Ministry Representative:	Nick Dhalwai (R F BINNIE & ASSOCIATES LTD.)
Qualified Receiver:	CSAUNDERS (Curtis Saunders)
IF Procurement #	

Certified that the amount to be paid is correct in accordance with the appropriate statute or other authority for payment contract, and where applicable, that the work has been performed, the goods supplied, the service rendered and/or conditions met.

FINANCIAL INFORMATION

Contract No	38439M,0000	Supplier #	2654312 - 001	Vendor	WEST HORIZON CONTRACTING INC	Address	
Invoice #	38439M,00008						
PAYMENT CODING (ORCA)							
RC	Project Number	Service Line	STOB	Total Amount			
55354	5538438	62120	7222	\$490,650.84			
HOLDBACK CODING							
RC	Project Number	Service Line	STOB	Total Amount			
55354	5538439	62120	3167	\$24,459.60			

This is Exhibit "E" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: CASDoNotReply@gov.bc.ca
Sent: Monday, August 10, 2026 1:08 PM (PT)
To: Jared McCreery <Jared@westhorizon.ca>
Subject: DIRECT DEPOSIT CONFIRMATION

PLEASE DO NOT RESPOND TO THIS EMAIL

The Government of BC will make the following payment to you via Electronic Funds Transfer on the deposit date below.

Deposit Date: Aug 13, 2026
 Deposit Amount: \$489,500.80
 Supplier Name: WEST HORIZON CONTRACTING INC.
 Supplier Number: 2654312
 Supplier Location: 002
 Issuing Ministry: TH

Payment Number: 55200028483

Invoice Number: 38439MJ00008
 Invoice Date: Aug 07 2026
 Invoice Amount: 489,500.80

Description: Contract
 38439MJ0000 PE #8 CYCLE 16 MUP AT

For payment inquiries, please contact ENQUIRY BC
 Victoria: 250-387-6121 Vancouver: 604-660-2421
 Elsewhere in BC: 1-800-663-7867

Note: Using courier font to view this message may improve alignment.

***** End of Message *****

This is Exhibit "F" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Graham, Eric TT:EX <Eric.Graham@gov.bc.ca>
Sent: Monday, July 27, 2026 12:21 PM (PT)
To: Kasun Hewage <kasunhewage@westhorizon.ca>; Griffiths, Garry TT:EX
Cc: Chacko, Savio TT:EX; Mark Des Mazes; Jared McCreery; Sahan Kasthuriarachchi; Brian Fowler; Dominic Stubbs
Subject: RE: 26250-0001- Kersley Dale - DWR 37
Attachment: 26250-0001 Kersley dale H0358 DWR 37 with Invoice.pdf

Thanks Kasun,

Accepted. Please see attached for your records

Eric Graham
Ministry Representative - CRRP- Quesnel
Provincial Field Services
Ministry of Transportation & Transit
E: Eric.Graham@gov.bc.ca D: 250-706-7743

From: Kasun Hewage <kasunhewage@westhorizon.ca>
Sent: July 27, 2026 12:18 PM
To: Graham, Eric TT:EX; Griffiths, Garry TT:EX
Cc: Chacko, Savio TT:EX; Mark Des Mazes; Jared McCreery; Sahan Kasthuriarachchi; Brian Fowler; Dominic Stubbs
Subject: 26250-0001- Kersley Dale - DWR 37

Hi Eric and Garry,

Please find attached DWR 37 for the calcium chloride spreading work, for your review.

Thank you.

Sincerely,
Kasun Hewage, Project Manager, West Horizon Contracting

This is Exhibit "G" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Graham, Eric TT:EX <Eric.Graham@gov.bc.ca>
Sent: Thursday, August 13, 2026 12:46 PM (PT)
To: Jared McCreery; Kasun Hewage
Cc: Griffiths, Garry TT:EX; Mark Des Mazes
Subject: RE: 26250-0001-KersleyDale - CDF and FF quantities

Good day Jared,

I know I discussed this over the phone, but I wanted to respond to your comments Below.

1. **Clean Drainage Fill - agreed you submit your data for the above 120% on the Clean drainage fill and we will review for the extra cost on this. Please submit any cost overrun that you can show for this Clean Drainage Fill.**
2. **Filter Cloth.** After review I don't see if we calculated for the edge wrap, however **I have paid 33,235 m² to date, 31,151 (2084 m² extra to cover the edge wrap paid prior)** and Contract states under 3.04 - (a ii) the measurement of non-Woven-Geotextile shall by the square meter in place. Overlap of joints and seams shall be measured as a single layer.

Regards

Eric Graham
 Ministry Representative - CRRP- Quesnel
 Provincial Field Services
Ministry of Transportation & Transit
 E: Eric.Graham@gov.bc.ca D: 250-706-7743

From: Jared McCreery <Jared@westhorizon.ca>
Sent: August 5, 2026 6:52 PM
To: Graham, Eric TT:EX; Kasun Hewage
Cc: Griffiths, Garry TT:EX; Mark Des Mazes
Subject: Re: 26250-0001-KersleyDale - CDF and FF quantities

Eric,

Thanks for sending these through.

Clean Drainage Fill (03.04.07) — We've reviewed the volume report against our records and can accept the measured final volume of **9,304.5 m³**. For clarity, this confirms the item finishing at ~130% of the Schedule 7 quantity, so the 742.5 m³ above the 120% threshold remains subject to the GC 39.05(d)(i) rate discussion per our May 29 Notice.

Filter Cloth (03.05.01) — The surface areas look right for the two surfaces modelled, but they don't capture all fabric placed:

- End terminations, edge wrap-downs and anchorage at the prism ends and outside edges — this fabric sits between the two modelled surfaces and isn't in either TIN;
- Geotextile placed outside the 116+00 – 118+84 limits, including the sub-excavation areas and locations placed as directed.

Could you confirm the m² figure you're carrying and the calculation basis so we can reconcile against our installation records? We'd also note the material consumed in the specified 0.5 m overlaps, along with our supply records (53,921 m² per the Layfield orders), forms part of the rate discussion on the excess quantity

From: Graham, Eric TT:EX <Eric.Graham@gov.bc.ca>
Sent: Wednesday, August 5, 2026 6:26 PM
To: Kasun Hewage; Jared McCreery
Cc: Griffiths, Garry TT:EX
Subject: FW: 26250-0001-KersleyDale - CDF and FF quantities

Jared,

Please see attached and volumes below for final volumes of Clean Drainage Fill and Filter Cloth.

Please advise if you see any errors or omissions.

Regards
Eric Graham

From: Chacko, Savio TT:EX <Savio.Chacko@gov.bc.ca>
Sent: July 24, 2026 11:52 AM
To: Graham, Eric TT:EX
Cc: Griffiths, Garry TT:EX
Subject: 26250-0001-KersleyDale - CDF and FF quantities

Hello Eric ,

As requested please find attached reports for the requested volumes.

Clean Drainage fill - 9304.5 m3
Clean Drainage fill FF -Top = 15,759 m2
Clean Drainage fill FF -Base = 15,392.7 m2 - **Total of 31,151 m2 of filter fabric placed**

Regards,
Savio Chacko, Field Services Assistant, Ministry of Transportation & Transit

This is Exhibit "H" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia



Provida Financial Corporation
3000 – 421 7th Avenue S.W.
Calgary, AB T2P 4K9
info@providafc.com

June 25, 2026

West Horizon Contracting Inc.
2943 BC-16
Smithers, BC V0J 2N0

Attn: Jared Burnett-McCreery

West Horizon Contracting Inc. Credit Proposal

We are pleased to confirm that Provida Financial Corporation ("Provida") is prepared to offer funding up to an amount of \$4,250,000 CDN to West Horizon Contracting Inc. by the purchase of certain Eligible Accounts Receivable (AR), subject to due diligence, but not necessarily limited to the following terms and conditions:

Facility

Type:	Revolving Factoring Facility
Facility Limit:	\$4,250,000 CDN. Facility limit will be evaluated on an ongoing basis and subject to change depending on Eligible Accounts Receivable.
Advance Rate:	Up to 75% of Eligible Accounts Receivable
Non-Refundable Work Fee:	\$10,000 CDN to be paid upon execution of this credit proposal.
Term of Contract:	12-month minimum term. Renewable at Lender's discretion.

Financing Fees

Discount Fee:	One and three-quarters percent (1.75%) of the invoice amount of purchased receivables will be charged for 0-30 days outstanding. A discount fee of 0.058% will be charged per day on any receivable outstanding after thirty (30) days from the purchase date.
Facility Fee:	1.0% of authorized Facility Limit to be deducted from the first advance upon closing.
Legal Fee(s):	The Borrower shall pay all legal costs and fees expended on behalf of the Borrower associated with the diligence and/or structuring of this credit facility.

Initial: JM

The Borrower shall pay a legal fee deposit based on the legal cost estimate provided to Provida by its legal counsel at the applicable stage of the underwriting process.

Initial: JM

Initial JM



Provida Financial Corporation
3000 – 421 7th Avenue S.W.
Calgary, AB T2P 4K9
info@providafc.com

Miscellaneous Fees:	An administration fee of \$250.00 will be assessed and is payable upon each advance as a deduction thereof. Additionally, wire fees and associated costs of transmitting funds will be paid by the borrower.
Standby Fee:	Any unused facility amount will be charged a 0.035% per day Standby Fee.
Reserve:	Minimum of 25.00% of the face value of factored receivables will be held back as a reserve for charges, credit notes and other deductions. The reserve is to be repaid to the Borrower upon collection of the receivable.
Advisor Fee:	2% of the facility limit will be allocated to Gregory Gonnet or its designated assigns on closing. Payment will be deducted from the initial advance and remitted directly to Gregory Gonnet.

Security for Facility:

As required by lender including but not limited to:

- Credit Agreement and documents related thereto
- First Position General Security Agreement (GSA)
- Intercreditor Agreements (if applicable)
- Assignment of Accounts Receivable
- Blocked Account Agreement or other banking arrangement as agreed upon by the lender
- Corporate Guarantee(s) of related companies
- Personal Guarantee(s) of shareholders
- Postponement of all shareholder loans in favour of Provida
- Accounts Receivable Insurance policy naming Provida as first loss payee
- Legal Opinion and other legal documents as required by the lender

Availment:

Advances will be in CDN currency. Factored funds to be deposited into bank account controlled by lender.

The Borrower will provide Provida with all applicable documentation prior to any advance including:

- Signed Invoices
- Signed contracts pertinent to transaction(s)
- Invoice verification: Written confirmation from Borrower's client (the "Buyer") that subject invoice has been approved for payment (email confirmation from Buyer, approval from internal invoicing system or another form of verification acceptable to the lender)
- Other documentation as requested

General Conditions

This Credit Proposal is not binding and is subject to satisfactory due diligence by Provida Financial Corporation and/or its agents.

The Borrower shall provide Provida monthly in-house financial reports in addition to accountant prepared Financial Statements within 120 days of fiscal year end and any other reports that may be requested from time to time.

The Borrower shall provide Provida with monthly bank statements and other records as requested from time to time.

Initial JM



Provida Financial Corporation
3000 – 421 7th Avenue S.W.
Calgary, AB T2P 4K9
info@providafc.com

In accordance with prudent lending practices of knowing your client, each Loan Party acknowledges that the policies and procedures of the Lender require investigation, verification and recording of information regarding the Borrower, its Affiliates (as that term is defined in the Business Corporations Act of Alberta), their respective directors, officers and shareholders and other persons within their control, and the Guarantors.

Subject to any applicable privacy laws, the Loan Parties agree to promptly provide all information as may be reasonably requested by the Lender, including supporting documentation and other evidence, in order to comply with the Lender's credit investigation needs, internal policies and anti-money laundering and anti-terrorist legislation. Subject to compliance with any applicable privacy laws, the Loan Parties hereby authorize: 1) any personal information agent, financial institution, credit bureau, creditor, tax authority, employer, or any other person including any public entity, having information concerning the Loan Parties or their respective property, more particularly any financial information or information with respect to any undertaking, guarantee, or suretyship given by the Loan Parties (the "Confidential Information"), to supply such Confidential Information to the Lender in order to verify the accuracy of all information furnished or to be furnished from time to time to the Lender and to ensure the solvency of any Loan Party at all times; 2) the Lender to share such Confidential Information with any personal information agent, financial institution, credit bureau, creditor, tax authority, employer, or any other person including any public entity in pursuit of the transactions contemplated by the Proposal.

Any acknowledgement or agreement given herein by the Borrower or other corporate Loan Party shall be given on behalf of and extend to any and all of its Affiliates.

Acceptance

If these terms and conditions are acceptable, the Borrower must sign and return this proposal together with the \$10,000 CDN non-refundable work fee (banking information below) to Provida Financial Corporation Ltd. before 5 PM MST on July 3, 2026.

Sincerely,

Provida Financial Corporation Ltd.

Stuart McPhail
VP Sales
Provida Financial Corporation

Provida Financial Corporation Ltd.

Chris Silverthorn,
CEO
Provida Financial Corporation

Initial JM



Provida Financial Corporation
3000 – 421 7th Avenue S.W.
Calgary, AB T2P 4K9
info@providafc.com

On behalf of West Horizon Contracting Inc. and all related entities, I/we agree with the terms and conditions as stated above.



Signature

Jared McCreery, President

Name and Title

06/26/2026

Date

Please send the work fee by EFT to:
Provida Financial Corporation
ATB Financial
Transit# 07609
CDN Account #724523879

[Signature Page to Credit Proposal – West Horizon Contracting Inc.]

This is Exhibit "I" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

From: Mathias Stoecker <mathias@providafc.com>
Sent: Monday, August 17, 2026 10:27 AM (PT)
To: Jared McCreery; Chris Silverthorn; Gregory Gonnet; Stuart McPhail; Gail Burnett
Cc: Blake Lechkobit; Salim Jamal (Provida)
Subject: RE: Privacy and consent WHC (thread, most recent first — includes the July 17, 2026 permission to RBC)

Thanks for confirming Jared.

Mathias Stoecker, CFP
 VP Business Development and Credit
 PROVIDA Financial Corporation
 office: 403.536.4020 x 703 | mobile: 604.765.6968 | email: mathias@providafc.com

From: Jared McCreery <Jared@westhorizon.ca> **Sent:** August 17, 2026 10:25 AM
To: Mathias Stoecker; Chris Silverthorn; Gregory Gonnet; Stuart McPhail; Gail Burnett **Cc:** Blake Lechkobit; Salim Jamal

It does own equipment and we rent from it.

From: Mathias Stoecker <mathias@providafc.com> **Sent:** Monday, August 17, 2026 10:19 AM

Hi Jared,

Regarding Always Angus Farm Ltd, can you please confirm whether this entity owns some of West Horizon's equipment or whether it is simply stored on the farm?

Thank you,

From: Jared McCreery <Jared@westhorizon.ca> **Sent:** August 14, 2026 3:16 PM
Attachments: Overview.pdf (CRA); Jared McCreery Structure - July 2026 copy 2.pdf (org chart)

Hi Guys,

I thought Gail and others were providing you this information.

- I have attached CRA.
- Company org chart
 - Always Angus and Burnett are owned by Gail Burnett.
- @Gail Burnett please provide
 - National bank statements
 - Invoices May, June, July

That should be everything but customer contracts and year to date. I am hoping to have those soon.

[Shared link: Affidavit 1 of M. Daerendinger Exhibits 1.pdf]

From: Chris Silverthorn <chris@providafc.com> **Sent:** Friday, August 14, 2026 1:51 PM

Good afternoon all,

This is Exhibit "J" referred to in the Affidavit #2 of Jared McCreery affirmed before me at Kelowna in the Province of British Columbia this 18th day of August 2026.



A Commissioner for taking Affidavits
within British Columbia

[REDACTED]

[REDACTED]

[REDACTED]

From: Mihai Tomos <mtomos@mltaikins.com>
Date: Monday, May 11, 2026 at 11:06 AM
To: Jared McCreery <Jared@westhorizon.ca>
Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael
<michael.daerendinger@rbc.com>
Subject: RE: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

Without Prejudice

Jared,

RBC rejects your attempted acceptance with unilateral amendments.

Please return a signed copy of the last version of the letter sent to you, attached, without any modifications.

Failing that, RBC will return the payroll.

This is a non-negotiable and final offer.

Regards,

Mihai Tomos
Lawyer
P: (604) 608-5798 | E: mtomos@mltaikins.com

From: Jared McCreery <Jared@westhorizon.ca>
Sent: Monday, May 11, 2026 10:50 AM

To: Mihai Tomos <mtomos@mltaikins.com>
Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael <michael.daerendinger@rbc.com>
Subject: Re: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

[EXTERNAL MESSAGE]

Hi Mihai,

Please find attached the executed forbearance letter (v4 dated May 11, 2026). (With Edits)

For your reference, I have made one manual correction in Paragraph 4(c) — the date "May 14, 2026" has been struck through and replaced with "May 18, 2026" (initialed and dated). This restores the original v3 wording of "*within 7 days of the execution of this letter agreement,*" which, with execution today (May 11, 2026), is May 18, 2026. The 7-day window was previously agreed to and is required for orderly mortgage drafting, prior-charge coordination, and LTSA registration. If we are able to complete it within three days, there will be no issue; however, I foresee the possibility of us failing to uphold that commitment.

I have signed this version to give you some assurance - I need to track Gail down here.

Without prejudice save as to costs. All rights reserved.

Sincerely,

Jared McCreery, President

M: 1-250-877-9214

O: 1.778.640.4631



From: Mihai Tomos <mtomos@mltaikins.com>

Date: Monday, May 11, 2026 at 10:20 AM

To: Jared McCreery <Jared@westhorizon.ca>

Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael
 <michael.daerendinger@rbc.com>

Subject: RE: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

Hi Jared,

Attached is a revised version with a redline showing the changes.

Please note that:

- RBC will require the Mortgage for the Seely Lake Property registered by no later than this Friday, so we will need this signed by this Thursday. The 7 days would have applied since last

Friday when the letter agreement was supposed to be executed.

- With respect to the Mortgage for the Tatlow Property, the May 22, 2026 deadline is firm. For clarity, this obligation will not be satisfied by simply making "commercially reasonable efforts". To this end, we included an entire agreement clause in the letter agreement.

Please send the fully executed version before 11:00 am.

Once we received this, RBC will submit the temporary bulge increase for approval. I understand RBC expects to have this approved by Wednesday, though I understand West Horizon is already approximately \$300k over the limit.

Best,
Mihai

Mihai Tomos
Lawyer

P: (604) 608-5798 | E: mtomos@mltaikins.com

From: Jared McCreery <jared@westhorizon.ca>
Sent: Monday, May 11, 2026 9:52 AM
To: Mihai Tomos <mtomos@mltaikins.com>
Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael <michael.daerendinger@rbc.com>
Subject: Re: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

[EXTERNAL MESSAGE]

Hi Mihai,

Before we execute, two of the amendments confirmed in your email of Friday, May 8, 2026, do not appear to have been carried through to v3 of the letter:

1. Paragraph 3 still references June 15, 2026 (twice) rather than June 26, 2026, as confirmed in your Friday email.
2. Section 5 does not contain the refinancing-account carve-out you confirmed (*"Notwithstanding the foregoing, the Debtors may open accounts at other financial institutions provided that..."*).

Please confirm that those two amendments will be added to the execution version before we sign. We assume this was a drafting oversight.

For greater certainty, the Borrower accepts the 7-day Seely Lake / WHI mortgage timeline and the May 22, 2026, Tatlow / 135 BC mortgage timeline. The undersigned will use commercially reasonable efforts to procure the necessary third-party shareholder consent and corporate

authorizations within that timeframe, with all rights, defences, and equitable remedies expressly reserved.

Can you also confirm the timing for the \$500,000 Temporary Bulge being added to the operating line of credit upon execution?

Without prejudice save as to costs. All rights reserved.

Sincerely,

Jared McCreery, President

M: 1-250-877-9214

O: 1.778.640.4631



From: Mihai Tomos <mtomos@mltaikins.com>

Date: Monday, May 11, 2026 at 9:36 AM

To: Jared McCreery <Jared@westhorizon.ca>

Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael
<michael.daerendinger@rbc.com>

Subject: RE: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada
Without Prejudice

Jared,

Attached is the revised letter, open for acceptance until 10:00 am this morning. A redline showing the latest changes is also attached.

Best,

Mihai

Mihai Tomos

Lawyer

P: (604) 608-5798 | E: mtomos@mltaikins.com

From: Mihai Tomos <mtomos@mltaikins.com>

Sent: Monday, May 11, 2026 9:16 AM

To: Jared McCreery <Jared@westhorizon.ca>

Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael <michael.daerendinger@rbc.com>

Subject: RE: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

Without Prejudice

Hi Jared,

Gail Lousie Burnett, Gail L. Burnett Holdings Ltd., and Always Angus are parties to loan documents (guarantees and/or assignment and postponement agreements). As a result, they will need to be parties to the forbearance letter agreement and the fulsome forbearance. The forbearance letter does not provide for the execution of any new guarantees from these entities. If your concern is related to the use of "Debtors" in paragraph 2, we can change that to say that the "The Borrower will repay, or cause to be repaid, in full the indebtedness owing to RBC...". Aside from this, RBC is not agreeable to your requested change.

RBC needs to ensure that it can enforce if the approval of the third-party shareholder of 1356833 BC Ltd. is not obtained. RBC is ok with a deadline of no later than May 22, 2026 for you to obtain the approval of the third-party shareholder of 1356833 BC Ltd. Aside from this, RBC is not agreeable to your requested change.

Please confirm the above is acceptable and we will send a revised letter.

The revised letter will need to be signed and returned to us by 10:00 am PT today. Otherwise, RBC will return the payroll.

Thanks,
Mihai

Mihai Tomos
Lawyer

P: (604) 608-5798 | E: mtomos@mltaikins.com

From: Jared McCreery <jared@westhorizon.ca>

Sent: Friday, May 8, 2026 2:54 PM

To: Mihai Tomos <mtomos@mltaikins.com>

Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael <michael.daerendinger@rbc.com>

Subject: Re: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

[EXTERNAL MESSAGE]

Hi Mihai,

The Borrower and the undersigned accept the two amendments (June 26, 2026 Bulge date and the Section 5 refinancing-account carve-out), subject to two points:

1. Signature clarification. Please reflect the signatures of Ms. Gail Lousie Burnett, Gail L. Burnett Holdings Ltd., and Always Angus Farm Ltd. as **acknowledgement only** — not intended to (i) increase Ms. Burnett's existing limited guarantee, (ii) impose any new guarantee, postponement, or security obligation on those parties, (iii) constitute a renewal or novation, or (iv) broaden their exposure beyond what is already in place.

2. 135 BC conditions precedent — reservation. Sections 4(a) and 4(b)(ii) require the prior approval of the independent 50% shareholder of 1356833 B.C. Ltd., which is not within the undersigned's unilateral control and which will require time for his independent counsel to negotiate the side agreement under Section 4(d). The undersigned has previously disclosed this to RBC and acknowledges, without prejudice, RBC's position that no accommodation on timing will be considered. The undersigned will use commercially reasonable efforts; however, no party can compel a third party's consent. To the extent those conditions precedent are not satisfied for reasons outside the undersigned's control, all rights, defences, and equitable remedies (including under *Lister v. Dunlop*, [1982] 1 S.C.R. 726 and *RBC v. W. Got & Associates Electric Ltd.*, [1999] 3 S.C.R. 408) are expressly reserved.

Please send the execution version.

Without prejudice save as to costs. All rights reserved.

Sincerely,

Jared McCreery, President

M: 1-250-877-9214

O: 1.778.640.4631



From: Mihai Tomos <mtomos@mltaikins.com>

Date: Friday, May 8, 2026 at 1:51 PM

To: Jared McCreery <Jared@westhorizon.ca>

Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael
<michael.daerendinger@rbc.com>

Subject: RE: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada
Hi Jared,

RBC is willing to amend the terms proposed in my letter sent you this morning, attached, as follows:

1. Paragraph 3: replace June 15, 2026 with June 26, 2026.

2. Paragraph 5: add the following at the end of the paragraph:

Notwithstanding the foregoing, the Debtors may open accounts at other financial institutions provided that: (i) such accounts are solely for the purpose of obtaining refinancing to repay the indebtedness to RBC, and (ii) the Debtors shall maintain sufficient balances in their accounts held with RBC to make payments to RBC as such payments become due.

Any other requests for changes to the proposed terms are not acceptable to RBC.

This is a firm, non-negotiable, and a final offer for a forbearance. Please confirm if this is acceptable. If it is, we will send a revised version that reflects the two changes above.

If this is not acceptable, RBC intends to proceed with enforcement.

Regards,
Mihai

Mihai Tomos
Lawyer
P: (604) 608-5798 | E: mtomos@mltaikins.com

From: Jared McCreery <jared@westhorizon.ca>
Sent: Friday, May 8, 2026 12:41 PM
To: Mihai Tomos <mtomos@mltaikins.com>
Cc: Gail Burnett <gail@westhorizon.ca>; Daerendinger, Michael <michael.daerendinger@rbc.com>
Subject: Re: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

[EXTERNAL MESSAGE]

Afternoon,

Please see my response.

Sincerely,

Jared McCreery, President
M: 1-250-877-9214
O: 1.778.640.4631

Unknown-1.png

From: Mihai Tomos <mtomos@mltaikins.com>
Date: Friday, May 8, 2026 at 11:01 AM
To: Jared McCreery <jared@westhorizon.ca>
Cc: Gail Burnett <gail@westhorizon.ca>
Subject: Indebtedness of West Horizon Contracting Inc. et al to Royal Bank of Canada

Good morning,

Please see attached without prejudice correspondence.

Regards,

Mihai Tomos
Lawyer

P: (604) 608-5798 | E: mtomos@mltaikins.com

MLT Aikins LLP

Suite 2600 - 1066 West Hastings Street
 Vancouver, BC V6E 3X1

BIO | VCARD



Our offices are located on the territories of Indigenous peoples, including the First Nations of Treaties 1, 4, 6 and 7, the Coast Salish peoples, as well as other non-Treaty First Nations and Métis. We are committed to reconciliation.

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