



Affidavit #1 of Charmaine Froese Kowalchuk
February 20, 2024

No. S-240358
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

AND:

PETITIONER

1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD., and
DYKE VALLEY BERRY FARMS LTD.

RESPONDENTS

AFFIDAVIT

I, Charmaine Froese Kowalchuk, senior account manager, Special Credit, of 300-1674 Bertram Street, Kelowna, British Columbia, AFFIRM THAT:

1. I am employed as a senior account manager of special credit for the petition respondent Farm Credit Canada ("FCC") 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 as to such matters, I verily believe them to be true.
2. I have read the Response to Petition in this matter dated February 8, 2024 and affirm that the information stated therein is true and am using the defined terms set out therein.
3. Attached and marked as **Exhibit "A"** to this my Affidavit is a copy of FCC's Loan Portfolio Summary confirming the Amount Owing.
4. Attached and marked as **Exhibit "B"** to this my Affidavit is a copy of the First Security Agreement and corresponding Personal Property Registry search.
5. Attached and marked as **Exhibit "C"** to this my Affidavit is a copy of the Second Security Agreement and corresponding Personal Property Registry search.



FCC Portfolio Summary

Customer: 13 Mann Farms B.C. Ltd. (0200876186)

Totals*
(as per filters selected)

Currency type: CAD
 Total owing: \$6,686,376.22
 Principal not due: \$6,655,455.58
 Accrued interest: \$30,470.64
 Past due: \$0.00
 Unapplied funds: \$0.00
 Loan status: Active

Borrower1

Credit facility: 000074754000 RPL • Approval date: Dec. 16, 2020

Loans	Interest term/rate	Available credit	Total owing	Principal not due	Accrued interest	Past due	Unapplied funds	Next payment	Frequency	Maturity date	End of amortization
Flexi - Loan 000074754001 Active	5 yrs 7.920% Variable	\$0.00	\$2,291,471.25	\$2,280,797.74	\$10,673.51	\$0.00	\$0.00	\$17,791.16 Feb. 15, 2024	Monthly	Jan. 15, 2026	Jan. 15, 2047
Capacity Builder Loan 0000747754002 Active	5 yrs 8.000% Variable	\$0.00	\$28,079.61	\$27,947.52	\$132.09	\$0.00	\$0.00	\$437.69 Feb. 15, 2024	Monthly	Dec. 15, 2025	Dec. 16, 2030
Subtotal		\$0.00	\$2,319,550.86								

Credit facility: 0000759314000 RPL • Approval date: Apr. 20, 2021

Loans	Interest term/rate	Available credit	Total owing	Principal not due	Accrued interest	Past due	Unapplied funds	Next payment	Frequency	Maturity date	End of amortization
Flexi - Loan 0000759314001 Active	5 yrs 7.671% Variable	\$0.00	\$4,110,896.69	\$4,091,889.94	\$18,556.75	\$0.00	\$0.00	\$31,571.44 Feb. 15, 2024	Monthly	May 15, 2026	May 15, 2047
Subtotal		\$0.00	\$4,110,896.69								

Credit facility: 0000770446000 PPL • Approval date: Sep. 14, 2021

Loans	Interest term/rate	Available credit	Total owing	Principal not due	Accrued interest	Past due	Unapplied funds	Next payment	Frequency	Maturity date	End of amortization
EFP Loan 0000770446001 Active	5 yrs 3.650% Fixed - open	\$0.00	\$148,226.40	\$148,152.53	\$73.87	\$0.00	\$0.00	\$1,848.50 Mar. 01, 2024	Monthly	Oct. 01, 2026	Oct. 01, 2031
Subtotal		\$0.00	\$148,226.40								

This is Exhibit "A" referred to in the Affidavit of Charmaine Frossa Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.

[Signature]
 A Commissioner for taking Affidavits in British Columbia

*Subject to change based on the filter(s) selected.

Disclaimer:

The above is based on information processed as of 06-Feb-2024, and does not include any applicable fees, upcoming payments, or potential interest rate changes on variable product loans. This information is provided for general reference purposes; subject to adjustment, and shall not be considered as official and binding on FCC.



FCC Portfolio Summary

Customer: 13 Mann Farms B.C. Ltd. (0200876186)

Borrower1

Credit facility: 0000790605000 PPL • Approval date: May 24, 2022

Loans	Interest term/rate	Available credit	Total owing	Principal not due	Accrued interest	Past due	Unapplied funds	Next payment	Frequency	Maturity date	End of amortization
Standard 0000790605001 Active	7 yrs 5.350% Fixed - open	\$0.00	\$43,955.01	\$43,528.17	\$426.84	\$0.00	\$0.00	\$10,151.74 Dec. 02, 2024	Annually	Dec. 01, 2028	Dec. 01, 2028
Subtotal		\$0.00	\$43,955.01								

Credit facility: 0000791356000 PPL • Approval date: Jun. 01, 2022

Loans	Interest term/rate	Available credit	Total owing	Principal not due	Accrued interest	Past due	Unapplied funds	Next payment	Frequency	Maturity date	End of amortization
Standard 0000791356001 Active	7 yrs 5.250% Fixed - open	\$0.00	\$63,747.26	\$63,139.68	\$607.58	\$0.00	\$0.00	\$14,685.11 Dec. 02, 2024	Annually	Dec. 01, 2028	Dec. 01, 2028
Subtotal		\$0.00	\$63,747.26								

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Farm Credit Canada

Canada



Security Agreement

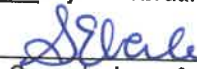
Customer number: 0200876186

To: Farm Credit Canada ("FCC", "us", "we" or "our")

Provided by:

Borrower(s): Gurmeet Singh Mann
Komalpreet Singh Mann
13 Mann Farms B.C. Ltd.

This is Exhibit "B" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.


A Commissioner for taking Affidavits in British Columbia

("you", "your")

1. **What this Security Agreement does, and what property is secured**

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule "A" attached to this Security Agreement (this property is called the "Collateral"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "Credit Facility"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. **What debts are covered by this Security Agreement**

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. **Ownership and use of the Collateral**

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to: (i) maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and (ii) renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. Insurance

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. Your ongoing obligations

By signing this Security Agreement, you agree to the following things concerning your business.

- (a) **Carrying on business** - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- (b) **Books and records** - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- (c) **Taxes** - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- (d) **Environmental Permits** - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. Out-of-pocket costs and expenses, lawsuits and claims

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- (a) legal fees to prepare, register or enforce this Security Agreement;
- (b) costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- (c) costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. **Limitations on the use of money**

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. **Default**

You shall be in default under this Security Agreement if any of the following things happen:

- (a) If you fail to pay any amount owed to us on its due date.
- (b) If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- (c) If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- (d) If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- (e) If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- (f) If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- (g) If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- (h) If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- (i) If someone else seizes or takes control of any Collateral, or threatens to do so.
- (j) If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- (k) If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. Our rights if you default

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- (a) **Serious consequences on default** – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- (b) **Seizing Collateral** – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- (c) **Selling Collateral** – We may sell the Collateral or dispose of it in any commercially reasonable way.
- (d) **Collecting receivables** – We may collect or sell any debts owed to you by others ("receivables") on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your receivables, if we ask.
- (e) **Putting you into receivership** – We can appoint a receiver or manager (the "receiver") to manage the Collateral or to operate your business. If we appoint a receiver, the following provisions shall apply:
 - (i) the receiver shall be considered to be your agent for all purposes,
 - (ii) you shall be required to pay the receiver's remuneration, as fixed by us,
 - (iii) we shall have no liability to you or anyone else concerning the appointment of a receiver or for anything the receiver does or does not do, and
 - (iv) you shall no longer have any right to use the Collateral or operate your business without our written permission.
- (f) **Powers of a receiver** – If we appoint a receiver:
 - (i) the receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - (ii) the receiver can operate your business in any way it sees fit, and
 - (iii) the receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory.

We can also ask the court to appoint a receiver and, if the court does so, the receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. Deficiency

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. Use of proceeds from Collateral

All proceeds we receive from the Collateral shall be applied in the following order:

- (a) first, to pay the receiver's remuneration if one has been appointed;
- (b) second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- (c) third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- (d) lastly, to pay the amounts you owe us.

12. Extensions and modifications

- (a) If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- (b) No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. We have no obligation to advance funds

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. Other clauses that apply to this security agreement

- (a) This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- (b) If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- (c) The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- (d) The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- (e) We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- (f) If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- (g) This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- (h) You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- (i) A reference to this Security Agreement includes any schedules attached to it.
- (j) You acknowledge that you have received a copy of this Security Agreement.
- (k) To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- (l) This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- (m) This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated this 18th day of Dec, 2020, at Surrey
in the Province of B.C.

Borrower - Corporation

13 Mann Farms B.C. Ltd.

by GURMEET S. MANN

(Print corporate name),

Director

(Print name of person signing on behalf of the corporation)

(Print title of person signing on behalf of the corporation)

Gurmeet Mann
(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

(Corporate seal if available)

Borrower

Gurmeet Mann
(Borrower signature)

Gurmeet Singh Mann

(Print borrower name)

Borrower

Komalpreet Singh
(Borrower signature)

Komalpreet Singh Mann

(Print borrower name)

Schedule "A"

You grant FCC a security interest in the following:

1. **General security agreement**

All of your present and after-acquired personal property.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 669853M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 22, 2020 at 1:16:24 pm Pacific time
Current Expiry Date and Time: December 22, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET SINGH

Address

12104 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

MANN, KOMALPREET SINGH

Address

13371 61A AVENUE
SURREY BC
V3X 1L9 Canada

Birthdate

January 4, 1981

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

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

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada



Customer number: 0200876186

Security Agreement

To: Farm Credit Canada ("FCC", "us", "we" or "our")

Provided by:

Borrower(s): 13 Mann Farms B.C. Ltd.

("you", "your")

This is Exhibit "C" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.

A Commissioner for taking Affidavits in British Columbia

1. What this Security Agreement does, and what property is secured

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule "A" attached to this Security Agreement (this property is called the "Collateral"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "Credit Facility"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. What debts are covered by this Security Agreement

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. Ownership and use of the Collateral

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to: (i) maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and (ii) renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. Insurance

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. Your ongoing obligations

By signing this Security Agreement, you agree to the following things concerning your business.

- (a) Carrying on business - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- (b) Books and records - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- (c) Taxes - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- (d) Environmental Permits - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. Out-of-pocket costs and expenses, lawsuits and claims

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- (a) legal fees to prepare, register or enforce this Security Agreement;
- (b) costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- (c) costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. Limitations on the use of money

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. Default

You shall be in default under this Security Agreement if any of the following things happen:

- (a) If you fail to pay any amount owed to us on its due date.
- (b) If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- (c) If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- (d) If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- (e) If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- (f) If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- (g) If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- (h) If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- (i) If someone else seizes or takes control of any Collateral, or threatens to do so.
- (j) If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- (k) If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. Our rights if you default

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- (a) Serious consequences on default – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- (b) Seizing Collateral – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- (c) Selling Collateral – We may sell the Collateral or dispose of it in any commercially reasonable way.
- (d) Collecting receivables – We may collect or sell any debts owed to you by others ("receivables") on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your receivables, if we ask.
- (e) Putting you into receivership – We can appoint a receiver or manager (the "receiver") to manage the Collateral or to operate your business. If we appoint a receiver, the following provisions shall apply:
 - (i) the receiver shall be considered to be your agent for all purposes,
 - (ii) you shall be required to pay the receiver's remuneration, as fixed by us,
 - (iii) we shall have no liability to you or anyone else concerning the appointment of a receiver or for anything the receiver does or does not do, and
 - (iv) you shall no longer have any right to use the Collateral or operate your business without our written permission.
- (f) Powers of a receiver – If we appoint a receiver:
 - (i) the receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - (ii) the receiver can operate your business in any way it sees fit, and
 - (iii) the receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory.

We can also ask the court to appoint a receiver and, if the court does so, the receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. Deficiency

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. Use of proceeds from Collateral

All proceeds we receive from the Collateral shall be applied in the following order:

- (a) first, to pay the receiver's remuneration if one has been appointed;
- (b) second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- (c) third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- (d) lastly, to pay the amounts you owe us.

12. Extensions and modifications

- (a) If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- (b) No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. We have no obligation to advance funds

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. Other clauses that apply to this security agreement

- (a) This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- (b) If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- (c) The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- (d) The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- (e) We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- (f) If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- (g) This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- (h) You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- (i) A reference to this Security Agreement includes any schedules attached to it.
- (j) You acknowledge that you have received a copy of this Security Agreement.
- (k) To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- (l) This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- (m) This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated this 18th day of Dec, 2020, at Surrey
in the Province of British Columbia.

Borrower - Corporation

13 Mann Farms B.C. Ltd.

by GURMEET S. MANN

(Print corporate name),

(Print name of person signing on behalf of the corporation)

Director

(Print title of person signing on behalf of the corporation)

X Gurmeet Mann
(Signature of person signing on behalf of the corporation)

(Corporate seal if available)

I have authority to bind the corporation.

Schedule "A"

You grant FCC a security interest in the following:

1. **Specific personal property**

a) Specific equipment - serial numbered goods:

Equipment type:
Serial Numbered

Make or name of manufacturer:
OXBO

Model:
7420

Year:
2016

Serial number:
7420542890

Note: "Serial numbered goods" are defined by legislation to include motor vehicles, trailers, mobile homes and aircraft. Motor vehicles include vehicles such as cars, trucks and buses. In Alberta, British Columbia, Manitoba, Saskatchewan, the Northwest Territories, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador, motor vehicles also include tractors and combines, but not any other machinery designed for use in farming.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 669889M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 22, 2020 at 1:21:38 pm Pacific time
Current Expiry Date and Time: December 22, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	OXBO HARVESTER 7420 / -	7420542890

General Collateral

Base Registration General Collateral:

2016 OXBO HARVESTER 7420 SERIAL NO. 7420542890 TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO. PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL.

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada



Security Agreement

CONFIDENTIAL

Customer number: 0200876186

To: Farm Credit Canada ("FCC", "us", "we" or "our")

This is Exhibit "D" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.

Provided by:

Borrower(s): 13 Mann Farms B.C. Ltd.
Gurmeet Singh Mann
K P Drywall Ltd
Komalpreet Singh Mann


A Commissioner for taking Affidavits in British Columbia

("you", "your")

1. What this Security Agreement does, and what property is secured

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule "A" attached to this Security Agreement (this property is called the "Collateral"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "Credit Facility"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. What debts are covered by this Security Agreement

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. Ownership and use of the Collateral

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to: (i) maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and (ii) renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. Insurance

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. Your ongoing obligations

By signing this Security Agreement, you agree to the following things concerning your business.

- (a) Carrying on business - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- (b) Books and records - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- (c) Taxes - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- (d) Environmental Permits - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. Out-of-pocket costs and expenses, lawsuits and claims

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- (a) legal fees to prepare, register or enforce this Security Agreement;
- (b) costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- (c) costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. Limitations on the use of money

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. Default

You shall be in default under this Security Agreement if any of the following things happen:

- (a) If you fail to pay any amount owed to us on its due date.
- (b) If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- (c) If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- (d) If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- (e) If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- (f) If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- (g) If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- (h) If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- (i) If someone else seizes or takes control of any Collateral, or threatens to do so.
- (j) If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- (k) If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. Our rights if you default

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- (a) **Serious consequences on default** – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- (b) **Seizing Collateral** – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- (c) **Selling Collateral** – We may sell the Collateral or dispose of it in any commercially reasonable way.
- (d) **Collecting receivables** – We may collect or sell any debts owed to you by others (“receivables”) on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your receivables, if we ask.
- (e) **Putting you into receivership** – We can appoint a receiver or manager (the “receiver”) to manage the Collateral or to operate your business. If we appoint a receiver, the following provisions shall apply:
 - (i) the receiver shall be considered to be your agent for all purposes,
 - (ii) you shall be required to pay the receiver's remuneration, as fixed by us,
 - (iii) we shall have no liability to you or anyone else concerning the appointment of a receiver or for anything the receiver does or does not do, and
 - (iv) you shall no longer have any right to use the Collateral or operate your business without our written permission.
- (f) **Powers of a receiver** – If we appoint a receiver:
 - (i) the receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - (ii) the receiver can operate your business in any way it sees fit, and
 - (iii) the receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory.

We can also ask the court to appoint a receiver and, if the court does so, the receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. Deficiency

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. Use of proceeds from Collateral

All proceeds we receive from the Collateral shall be applied in the following order:

- (a) first, to pay the receiver's remuneration if one has been appointed;
- (b) second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- (c) third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- (d) lastly, to pay the amounts you owe us.

12. Extensions and modifications

- (a) If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- (b) No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. We have no obligation to advance funds

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. Other clauses that apply to this security agreement

- (a) This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- (b) If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- (c) The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- (d) The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- (e) We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- (f) If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- (g) This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- (h) You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- (i) A reference to this Security Agreement includes any schedules attached to it.
- (j) You acknowledge that you have received a copy of this Security Agreement.
- (k) To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- (l) This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- (m) This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated this 23 day of APRIL, 2021, at SURREY
in the Province of British Columbia.

Borrower - Corporation

13 Mann Farms B.C. Ltd.

(Print corporate name),

by Gurmeet Singh Mann

(Print name of person signing on behalf of the corporation)

President

(Print title of person signing on behalf of the corporation)

X Gurmeet Mann

(Signature of person signing on behalf of the corporation)

(Corporate seal if available)

I have authority to bind the corporation.

Borrower

X Gurmeet Mann

(Borrower signature)

Gurmeet Singh Mann

(Print borrower name)

Borrower - Corporation

K P Drywall Ltd

(Print corporate name),

by Komalpreet Singh Mann

(Print name of person signing on behalf of the corporation)

President

(Print title of person signing on behalf of the corporation)

X Komalpreet Singh Mann

(Signature of person signing on behalf of the corporation)

(Corporate seal if available)

I have authority to bind the corporation.

Borrower

X Komalpreet Singh Mann

(Borrower signature)

Komalpreet Singh Mann

(Print borrower name)

Schedule "A"

You grant FCC a security interest in the following:

1. General security agreement

All of your present and after-acquired personal property.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 929356M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: April 27, 2021 at 5:29:57 pm Pacific time
Current Expiry Date and Time: April 27, 2031 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS BC LTD

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

MANN, GURMEET

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

MANN, KOMALPREET SINGH

Address

13371 61A AVENUE
SURREY BC
V3X 1L9 Canada

Birthdate

January 4, 1981

K P DRYWALL LTD

Address

13371 - 61A AVENUE
SURREY BC
V3X 1L9 Canada

MANN, GURMEET SINGH

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

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

Original Registering Party

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada



HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: April 29, 2021 at 2:41:50 pm Pacific time
Registration Number: 935144M
Description: ADD DEBTOR

Debtor Information

MANN, GURMEET SINGH

ADDED

Address

12101 84TH AVENUE
SURREY BC
V3W 3G4 Canada

Birthdate

March 13, 1975

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BARRARD STREET
VANCOUVER BC
V6C 0A3 Canada



This is Exhibit "E" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.



Security Agreement

A Commissioner for taking Affidavits in British Columbia
Customer number:

CONFIDENTIAL
0200876186

To: Farm Credit Canada ("FCC", "us", "we" or "our")

Provided by:

Borrower(s): 13 Mann Farms B.C. Ltd.

("you", "your")

1. What this Security Agreement does, and what property is secured

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule "A" attached to this Security Agreement (this property is called the "Collateral"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "Credit Facility"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. What debts are covered by this Security Agreement

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. Ownership and use of the Collateral

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to: (i) maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and (ii) renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. Insurance

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. Your ongoing obligations

By signing this Security Agreement, you agree to the following things concerning your business.

- (a) Carrying on business - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- (b) Books and records - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- (c) Taxes - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- (d) Environmental Permits - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. Out-of-pocket costs and expenses, lawsuits and claims

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- (a) legal fees to prepare, register or enforce this Security Agreement;
- (b) costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- (c) costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. Limitations on the use of money

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. Default

You shall be in default under this Security Agreement if any of the following things happen:

- (a) If you fail to pay any amount owed to us on its due date.
- (b) If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- (c) If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- (d) If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- (e) If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- (f) If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- (g) If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- (h) If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- (i) If someone else seizes or takes control of any Collateral, or threatens to do so.
- (j) If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- (k) If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. Our rights if you default

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- (a) **Serious consequences on default** – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- (b) **Seizing Collateral** – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- (c) **Selling Collateral** – We may sell the Collateral or dispose of it in any commercially reasonable way.
- (d) **Collecting receivables** – We may collect or sell any debts owed to you by others (“receivables”) on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your receivables, if we ask.
- (e) **Putting you into receivership** – We can appoint a receiver or manager (the “receiver”) to manage the Collateral or to operate your business. If we appoint a receiver, the following provisions shall apply:
 - (i) the receiver shall be considered to be your agent for all purposes,
 - (ii) you shall be required to pay the receiver’s remuneration, as fixed by us,
 - (iii) we shall have no liability to you or anyone else concerning the appointment of a receiver or for anything the receiver does or does not do, and
 - (iv) you shall no longer have any right to use the Collateral or operate your business without our written permission.
- (f) **Powers of a receiver** – If we appoint a receiver:
 - (i) the receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - (ii) the receiver can operate your business in any way it sees fit, and
 - (iii) the receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory,

We can also ask the court to appoint a receiver and, if the court does so, the receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. Deficiency

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. Use of proceeds from Collateral

All proceeds we receive from the Collateral shall be applied in the following order:

- (a) first, to pay the receiver's remuneration if one has been appointed;
- (b) second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- (c) third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- (d) lastly, to pay the amounts you owe us.

12. Extensions and modifications

- (a) If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- (b) No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. We have no obligation to advance funds

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. Other clauses that apply to this security agreement

- (a) This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- (b) If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- (c) The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- (d) The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- (e) We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- (f) If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- (g) This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- (h) You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- (i) A reference to this Security Agreement includes any schedules attached to it.
- (j) You acknowledge that you have received a copy of this Security Agreement.
- (k) To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- (l) This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- (m) This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated this 21 day of September, 2021, at Surrey
in the Province of British Columbia.

Borrower - Corporation

13 Mann Farms B.C. Ltd.

by Gurmeet Singh Mann

(Print corporate name),

Director

(Print name of person signing on behalf of the corporation)

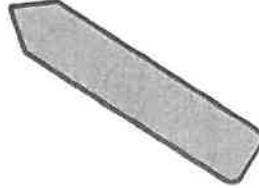
(Print title of person signing on behalf of the corporation)

X Gurmeet Mann

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

(Corporate seal if available)



Schedule "A"

You grant FCC a security interest in the following:

1. **Specific personal property**

a) Specific equipment - serial numbered goods:

Equipment type:
Serial Numbered

Make or name of manufacturer:
Oxbo

Model:
8140

Year:
2021

Serial number:
550960600028

Note: "Serial numbered goods" are defined by legislation to include motor vehicles, trailers, mobile homes and aircraft. Motor vehicles include vehicles such as cars, trucks and buses. In Alberta, British Columbia, Manitoba, Saskatchewan, the Northwest Territories, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador, motor vehicles also include tractors and combines, but not any other machinery designed for use in farming.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 306120N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: October 15, 2021 at 7:31:14 am Pacific time
Current Expiry Date and Time: October 15, 2031 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS B.C. LTD.

Address

13371 61A AVE
SURREY BC
V3X 1L9 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

2021 OXBO 8140 BERRY HARVESTER S/N: 550960-600028 TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED ATTACHMENTS, ACCESSORIES, AND ACCESSIONS THERETO, ANY AND ALL PROCEEDS (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, AS AMENDED) TOGETHER WITH ALL PROCEEDS AND PROPERTY IN ANY FORM DERIVED DIRECTLY ,OR INDIRECTLY FROM OR AS A RESULT OF CONVERTING ANY OF THE ABOVE-DESCRIBED COLLATERAL INTO SOMETHING ELSE, OR SELLING, EXCHANGING, COLLECTING, DISPOSING OR DEALING IN ANY WAY WITH ANY OF ABOVE-DESCRIBED COLLATERAL, AND ALL PROCEEDS THEREFROM.

Original Registering Party

FARM CREDIT CANADA

Address

12040 - 149 STREET N.W.
EDMONTON AB
T5V 1P2 Canada



This is Exhibit "F" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.



[Signature]
A Commissioner for taking Affidavits in British Columbia

CONFIDENTIAL

Customer number: 0200876186

Security Agreement

To: **Farm Credit Canada ("FCC", "Us", "We", "Our")**

Provided by:

Borrower(s) 13 Mann Farms B.C. Ltd.

("You", "Your")

1. **What this Security Agreement Does, and What Property is Secured**

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule A attached to this Security Agreement (this property is called the "**Collateral**"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "**Credit Facility**"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. **What Debts are Covered by this Security Agreement**

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. **Ownership and Use of the Collateral**

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to:

- a. maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and
- b. renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. **Insurance**

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. **Your Ongoing Obligations**

By signing this Security Agreement, you agree to the following things concerning your business.

- a. **Carrying on Business** - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- b. **Books and Records** - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- c. **Taxes** - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- d. **Environmental Permits** - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. **Out-of-Pocket Costs and Expenses, Lawsuits and Claims**

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- a. legal fees to prepare, register or enforce this Security Agreement;
- b. costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- c. costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. **Limitations on the Use of Money**

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. **Default**

You shall be in **default** under this Security Agreement if any of the following things happen:

- a. If you fail to pay any amount owed to us on its due date.
- b. If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- c. If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- d. If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- e. If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- f. If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- g. If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- h. If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- i. If someone else seizes or takes control of any Collateral, or threatens to do so.
- j. If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- k. If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. **Our Rights if You Default**

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- a. **Serious Consequences on Default** – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- b. **Seizing Collateral** – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- c. **Selling Collateral** – We may sell the Collateral or dispose of it in any commercially reasonable way.
- d. **Collecting Receivables** – We may collect or sell any debts owed to you by others ("**Receivables**") on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any Receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your Receivables, if we ask.
- e. **Putting You into Receivership** – We can appoint a receiver or manager (the "**Receiver**") to manage the Collateral or to operate your business. If we appoint a Receiver, the following provisions shall apply:
 - i. the Receiver shall be considered to be your agent for all purposes,
 - ii. you shall be required to pay the Receiver's remuneration, as fixed by us,
 - iii. we shall have no liability to you or anyone else concerning the appointment of a Receiver or for anything the Receiver does or does not do, and
 - iv. you shall no longer have any right to use the Collateral or operate your business without our written permission.
- f. **Powers of a Receiver** – If we appoint a Receiver:
 - i. the Receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - ii. the Receiver can operate your business in any way it sees fit, and
 - iii. the Receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory.

We can also ask the court to appoint a Receiver and, if the court does so, the Receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. **Deficiency**

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. **Use of Proceeds from Collateral**

All proceeds we receive from the Collateral shall be applied in the following order:

- a. first, to pay the Receiver's remuneration if one has been appointed;
- b. second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- c. third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- d. lastly, to pay the amounts you owe us.

12. **Extensions and Modifications**

- a. If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- b. No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. **We Have No Obligation to Advance Funds**

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. **Other Clauses That Apply to This Security Agreement**

- a. This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- b. If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- c. The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- d. The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- e. We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- f. If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- g. This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- h. You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- i. A reference to this Security Agreement includes any schedules attached to it.
- j. You acknowledge that you have received a copy of this Security Agreement.
- k. To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- l. This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- m. This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated: June 6, 2022

Borrower - Corporation

13 Mann Farms B.C. Ltd.

(Print corporation name)

DocuSigned by:
Gurmeet Singh Mann

(Print name of person signing on behalf of the corporation),

Gurmeet Singh Mann

(Print title of person signing on behalf of the corporation)

6C36BD80C70E4A0...

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Schedule A

You grant FCC a security interest in the following:

1. **Specific Personal Property**

a. **Specific Equipment - Serial Numbered Goods**

Equipment type:

Serial Numbered

Make or name of manufacturer:

Yanmar

Model:

T80B

Year:

2013

Serial number:

T80B010291

Note: "Serial numbered goods" are defined by legislation to include motor vehicles, trailers, mobile homes and aircraft. Motor vehicles include vehicles such as cars, trucks and buses. In Alberta, British Columbia, Manitoba, Saskatchewan, the Northwest Territories, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador, motor vehicles also include tractors and combines, but not any other machinery designed for use in farming.

b. **Specific Equipment - Item Description - Non-serial Numbered Goods**

One 2018 Florida Model 3 Sprayer

together with all present and after-acquired attachments, accessories and accessions thereto.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 793121N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: June 13, 2022 at 11:28:44 am Pacific time
Current Expiry Date and Time: June 13, 2030 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION
(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS B.C. LTD.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2013	Yanmar / T80B	T80B010291

General Collateral

Base Registration General Collateral:

2018 Florida Model 3 Sprayer, together with all present and after-acquired attachments, accessories and accessions thereto . Any and all "proceeds" (as defined in the Personal Property Security Act, as amended) together with all proceeds and property in any form derived directly or indirectly from or as a result of converting any of the above-described collateral into something else, or selling, exchanging, collecting, disposing or dealing in any way with any of the above-described collateral, and all proceeds therefrom.

Original Registering Party

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada



This is Exhibit "G" referred to in the Affidavit of Charmaine Froese Kowalchuk affirmed before me at the City of Kelowna, in the Province of British Columbia, this 20 day of February, 2024.

A Commissioner for taking Affidavits in British Columbia



Security Agreement

CONFIDENTIAL

Customer number: 0200876186

To: **Farm Credit Canada ("FCC", "Us", "We", "Our")**

Provided by:

Borrower(s) 13 Mann Farms B.C. Ltd.

("You", "Your")

1. **What this Security Agreement Does, and What Property is Secured**

In consideration of FCC lending money to you, you are signing and delivering this Security Agreement to give FCC a security interest in the property described in Schedule A attached to this Security Agreement (this property is called the "Collateral"). Our security interest in the Collateral secures the repayment of all money you owe to us at any time and the performance of your obligations under this Security Agreement and any present or future Credit Agreement or other agreement you have with us (each a "Credit Facility"). You confirm that value has been given and acknowledge that our security interest shall attach to the Collateral as soon as you have rights in such Collateral.

2. **What Debts are Covered by this Security Agreement**

This Security Agreement secures the full amount that we lend to you, plus interest on your loans and all of the costs, charges and expenses you have agreed to pay under any Credit Facility. If the amount you owe us is reduced and then later increases, this Security Agreement still applies to the total amount that you owe us at any time.

3. **Ownership and Use of the Collateral**

By signing this Security Agreement you are assuring us that you are the owner of the Collateral and that no one else holds any mortgages or rights to any of that Collateral. If you acquire any future property that is covered by this Security Agreement, you must make sure that you obtain "good title" and that no one else has any rights in the property unless we have consented to it. Under this Security Agreement, you are not allowed to sell, lease, or transfer ownership or possession of any of the Collateral except in the ordinary course of your business. For example, you may sell inventory such as the goods you produce in your business. With our written permission, you may also sell equipment that has been replaced by new equipment or that is not needed for your business. Also, you will keep the Collateral at your place of business, unless FCC agrees otherwise. If the collateral includes quota, you agree to:

- a. maintain all quota and license rights in good standing and to comply with all of requirements of the issuing Board or authority; and
- b. renew and maintain any assignment of quota given to FCC before any expiry of the same, whether pursuant to rules or regulations of the issuing Board or authority or otherwise.

4. **Insurance**

You must keep the Collateral insured against loss or damage by fire and other risks that are normally insured or as we may require. The Collateral must be insured to its full insurable value. We may require that you transfer the insurance policies to us or have us named as the loss payee. You must give us copies of the policies or proof of insurance if we ask. If you fail to maintain the insurance required by this clause, we can insure the Collateral for you and charge you for the cost, which would be added to the amount you owe us and covered by this Security Agreement. You must let us know as soon as possible of any loss or damage to any part of the Collateral.

5. **Your Ongoing Obligations**

By signing this Security Agreement, you agree to the following things concerning your business.

- a. **Carrying on Business** - You must carry on your business as a going concern in a proper, efficient and businesslike manner so as to protect and preserve the Collateral. We have the right at any time to inspect the Collateral to ensure that the Collateral exists and that you are maintaining the Collateral in good condition. You must observe and conform to all valid requirements of any governmental or municipal authority relative to the Collateral;
- b. **Books and Records** - You must keep proper accounting books and records covering your business and affairs and concerning the Collateral. We are allowed to inspect these books and records and make copies of them, if we ask. You agree to provide us with information with respect to the Collateral if we request;
- c. **Taxes** - You must pay all taxes, license fees, assessments or other charges applicable to your business on their due dates; and
- d. **Environmental Permits** - You must maintain all environmental permits, consents, clearance, etc. that are needed to lawfully carry on your business. By signing this Security Agreement you are confirming that you are presently respecting all environmental laws, regulations, rules and guidelines that apply to your business. You must stay in compliance at all times.

6. **Out-of-Pocket Costs and Expenses, Lawsuits and Claims**

You are responsible for all out-of-pocket costs that we incur under this Security Agreement. Examples include but are not limited to:

- a. legal fees to prepare, register or enforce this Security Agreement;
- b. costs paid to register our security interest in the Collateral or prepare a priority agreement or similar agreement; and
- c. costs we incur to preserve, insure or seize the Collateral.

You must reimburse us for our out-of-pocket costs on demand. If you fail to pay, we are entitled to add these costs to your loan and to charge interest on these costs at the rate of 18% per year.

Repayment of our out-of-pocket expenses is secured by the Collateral to the same extent as the loans we advance to you.

If anyone sues us as a result of the use of the Collateral or any damage it has caused, we can require that you pay our costs and any loss resulting from the lawsuit, even if we agree to pay an out-of-court settlement.

7. **Limitations on the Use of Money**

The proceeds of any loan secured by the Collateral must be used for the purpose stated in your credit application relating to such loan.

8. **Default**

You shall be in **default** under this Security Agreement if any of the following things happen:

- a. If you fail to pay any amount owed to us on its due date.
- b. If you fail to strictly comply with or perform any term or condition contained in this Security Agreement or any Credit Facility.
- c. If any written statement you have made to us in this Security Agreement or in any other document you have signed is untrue in any way that we consider important.
- d. If you cannot pay your debts when they become due (insolvency) or become bankrupt or apply for protection from your creditors under any insolvency laws, if you attempt to compromise or settle your debts with creditors, or if any bankruptcy or insolvency court proceedings are started against you or by you.
- e. If a receiver, trustee, custodian or other similar official is appointed for you or any of your property.
- f. If you sell, transfer or in any other way give up possession of all or any part of the Collateral in a manner not permitted under this Security Agreement; or if you move any Collateral out of the province in which you carry on business without our written permission.
- g. If you give a security interest or other interest, other than a purchase money security interest, in the Collateral to someone else without our written permission.
- h. If your business is incorporated, it is also a default if there is a change in who owns the shares of the corporation, unless we give written permission. If your business is run by a partnership, it is a default if any partner quits or resigns, any new partner is added or the partnership is ended without our written permission.
- i. If someone else seizes or takes control of any Collateral, or threatens to do so.
- j. If you stop carrying on your business in the normal course, or threaten to do so, or sell all or substantially all of your assets.
- k. If we believe in good faith that you are not able to pay your loans owed to us or that you won't be able to perform any of your other obligations under this Security Agreement or a Credit Facility, or that the Collateral is or is about to be placed in jeopardy.

9. **Our Rights if You Default**

If you default we can take any one or more of the following steps and/or do anything else permitted by law to recover the amounts you owe us.

- a. **Serious Consequences on Default** – We can demand that you repay the balance of all your loans on the date specified in the notice demanding payment, including interest and other amounts added to it under the Security Agreement or the applicable credit facilities. We may also notify credit bureaus of your default. If you default, you shall be responsible for the payment of our costs incurred to collect your loans and/or repossess and sell the Collateral, plus court costs and legal fees. If you default under this Security Agreement or the credit facilities, we may consider you to be in default under any other security agreement or Credit Facility you have signed with us. You may face other serious consequences.
- b. **Seizing Collateral** – To the extent permitted by applicable law, we can take possession of all or any part of the Collateral either ourselves or through a receiver. We can demand that you deliver the Collateral to a place designated by us so that we may take possession. We shall be entitled to receive any rents and profits from the Collateral, to carry on your business, and sell, lease or otherwise dispose of the Collateral on terms and conditions that we consider suitable. For this purpose we are allowed to enter your place of business or any other place where the Collateral is located.
- c. **Selling Collateral** – We may sell the Collateral or dispose of it in any commercially reasonable way.
- d. **Collecting Receivables** – We may collect or sell any debts owed to you by others ("Receivables") on terms and conditions that we see fit. In doing this, we may agree to accept less than the amount that is owed to you in full settlement of any Receivables. Even if you are not in default, you agree we can advise anyone who owes you money about this Security Agreement and require that they confirm the amount they owe you. You shall provide us with a list of all of your Receivables, if we ask.
- e. **Putting You into Receivership** – We can appoint a receiver or manager (the "Receiver") to manage the Collateral or to operate your business. If we appoint a Receiver, the following provisions shall apply:
 - i. the Receiver shall be considered to be your agent for all purposes,
 - ii. you shall be required to pay the Receiver's remuneration, as fixed by us,
 - iii. we shall have no liability to you or anyone else concerning the appointment of a Receiver or for anything the Receiver does or does not do, and
 - iv. you shall no longer have any right to use the Collateral or operate your business without our written permission.
- f. **Powers of a Receiver** – If we appoint a Receiver:
 - i. the Receiver shall have the same rights and remedies that we have under this Security Agreement and any applicable Credit Facility,
 - ii. the Receiver can operate your business in any way it sees fit, and
 - iii. the Receiver can manage and make all decisions about your business, including without limitation entering into agreements, hiring employees and purchasing equipment and inventory.

We can also ask the court to appoint a Receiver and, if the court does so, the Receiver shall have the powers listed in the court order. If you default we can take the following steps, plus we can do anything else permitted by law to recover the amount you owe us.

10. **Deficiency**

Where permitted by applicable laws, you shall remain liable to us for payment, and agree to pay us, of any amounts that are still owing to us following the sale or other disposal of all or any part of the Collateral.

11. **Use of Proceeds from Collateral**

All proceeds we receive from the Collateral shall be applied in the following order:

- a. first, to pay the Receiver's remuneration if one has been appointed;
- b. second, to pay any other expenses we incur to enforce our rights under this Security Agreement;
- c. third, to pay rents, taxes, insurance premiums and other expenses affecting the Collateral. These expenses might be incurred to preserve, repair, process or maintain the Collateral, or make it better or prepare it for sale. This clause also applies to payments we make to other creditors who have claims on the Collateral that rank ahead of ours; and
- d. lastly, to pay the amounts you owe us.

12. **Extensions and Modifications**

- a. If we consider it appropriate, we may grant extensions of time or other indulgences to you that depart from the strict terms of this Security Agreement. We may also obtain additional security or release security we hold. We may also settle or release your obligations or otherwise deal with you or any other security or credit facilities we hold. None of these things affect your liability to us, or our right to hold the Collateral or enforce our rights against it, until we have been paid in full.
- b. No change of any provision of this Security Agreement may be made except by a written agreement signed by us and by you. No waiver of any provision of this Security Agreement shall be effective unless it is in writing.

13. **We Have No Obligation to Advance Funds**

Even after this Security Agreement has been signed and registered, we still do not have to advance funds to you if we decide, in our sole discretion, that it is not in our best interests to do so.

14. **Other Clauses That Apply to This Security Agreement**

- a. This Security Agreement is in addition to any other guarantee, security agreement or Credit Facility we now have with you or that is signed at a later date. These other agreements do not affect our rights or your obligations under this Security Agreement and this Security Agreement does not replace or terminate any of those other agreements.
- b. If any part of this Security Agreement turns out to be invalid for any reason, the rest of the Security Agreement shall still remain in full force and effect. In this case, this Security Agreement shall be read as if the invalid part was not included in it.

- c. The Collateral does not include the last day of the term of any lease held by you, but if you sell your interest under any such lease, you shall hold such last day in trust for us and assign it as we request.
- d. The Collateral does not include any of your rights under contracts that state that such rights cannot be subject to our security interest, but you shall hold your interest in such rights in trust for us and shall assign such rights to us if you obtain permission to do so. If we ask you to do so, you shall do your best to obtain such permission.
- e. We are not liable to you, or any other person, for any failure or delay in exercising any of our rights under this Security Agreement. The same applies to any failure on our part to take any steps to preserve rights against you or other persons, or any delay in doing so.
- f. If more than one person has signed this Security Agreement with us, everyone who has signed is responsible to us for all the obligations specified in this Security Agreement on a joint and several basis.
- g. This Security Agreement shall remain in full force and effect and we shall not discharge the security interest until all present and future debt or other obligations owing to us by you are paid or performed in full.
- h. You agree to sign all other documents that we consider necessary to carry out the intent of this Security Agreement or to exercise our rights over the Collateral. Nevertheless, you agree that we (or any receiver we may appoint or that a court may appoint) may sign any document or do anything else on your behalf as your attorney whenever necessary or expedient.
- i. A reference to this Security Agreement includes any schedules attached to it.
- j. You acknowledge that you have received a copy of this Security Agreement.
- k. To the extent permitted by law, you acknowledge that you are giving up your right to receive a copy of any financing statement, financing change statement or verification statement that we obtain when we register our security interest in the Collateral.
- l. This Security Agreement benefits our successors and binds you and your heirs, legal representatives, successors and permitted assigns. You may not transfer your obligations under this Security Agreement to anyone else without our written permission. We may transfer our rights under this Security Agreement without your permission.
- m. This Security Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. We may commence an action or other court proceeding on this Security Agreement in the courts of this province and you agree to submit to the jurisdiction of such courts and be bound by any judgment that any such court may make. We also reserve the right to start an action or other court proceeding against you anywhere outside this province.

I have read this Security Agreement and agree to its terms.

Dated: July 21, 2022

Borrower - Corporation

13 Mann Farms B.C. Ltd.

(Print corporation name)

by Gurmeet Singh Mann

(Print name of person signing on behalf of the corporation),

DocuSigned by:

Gurmeet Singh Mann

(Print title of person signing on behalf of the corporation)

5C36BD90C70E4A0...

(Signature of person signing on behalf of the corporation)

I have authority to bind the corporation.

Schedule A

You grant FCC a security interest in the following:

1. **Specific Personal Property**

a. **Specific Equipment - Serial Numbered Goods**

Equipment type:

Serial Numbered

Make or name of manufacturer:

Yanmar

Model:

T80

Year:

2011

Serial number:

10188

Note: "Serial numbered goods" are defined by legislation to include motor vehicles, trailers, mobile homes and aircraft. Motor vehicles include vehicles such as cars, trucks and buses. In Alberta, British Columbia, Manitoba, Saskatchewan, the Northwest Territories, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador, motor vehicles also include tractors and combines, but not any other machinery designed for use in farming.

All types and kinds of personal property which are proceeds of the Collateral, including without limitation, goods, crops, chattel paper, securities, investment property, documents of title, instruments, money and intangibles (including accounts).

Base Registration Number: 902994N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 5, 2022 at 10:26:20 am Pacific time
Current Expiry Date and Time:	August 5, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 8, 2024 at 12:19:47 pm Pacific time)

Secured Party Information

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

Debtor Information

13 MANN FARMS B.C. LTD.

Address

12101 84 AVE
SURREY BC
V3W 3G4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

2011 Yanmar T80 S/N: 10188, together with all present and after-acquired attachments, accessories and accessions thereto . Any and all "proceeds" (as defined in the Personal Property Security Act, as amended) together with all proceeds and property in any form derived directly or indirectly from or as a result of converting any of the above-described collateral into something else, or selling, exchanging, collecting, disposing or dealing in any way with any of the above-described collateral, and all proceeds therefrom.

Original Registering Party

FARM CREDIT CANADA

Address

12040 149 STREET NW
2ND FLOOR
EDMONTON AB
T5V 1P2 Canada

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NATIONAL BANK OF CANADA

PETITIONER

AND:

**1326 MANN FARM INC., K P DRYWALL LTD., 13 MANN FARMS B.C. LTD., and
DYKE VALLEY BERRY FARMS LTD.**

RESPONDENTS

AFFIDAVIT #1 OF CHARMAINE FROESE KOWALCHUK

Adnan N. Habib
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#200 – 2955 Gladwin Road
Abbotsford, BC V2T 5T4
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