



This is the 2nd affidavit  
of Xintai Liu in this case  
and was made on 13/DEC/2023

No. H-230320  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

LANYARD INVESTMENTS INC. AS GENERAL PARTNER OF LFC  
KESEF-B21 LIMITED PARTNERSHIP  
FISGARD CAPITAL CORPORATION

PETITIONERS

AND:

AC NANAIMO INVESTMENT GP LTD.  
AC NANAIMO INVESTMENT LIMITED PARTNERSHIP  
AC NANAIMO NOMINEE LTD. formerly known as ANSEN  
NANAIMO 26 DEVELOPMENT BARE TRUSTEE LTD.  
COROMANDEL HOLDINGS LTD.  
ZHEN YU ZHONG also known as ZHENYU ZHONG  
JUN CHAO MO also known as JUNCHAO MO  
ALIGN BC PROPERTIES CORP. formerly known as  
VIVAGRAND DEVELOPMENT CORP.  
ZHONG LIANG  
XINTAI LIU  
YING LIANG  
CHENMING LI  
JOHN DOE

ALL TENANTS OR OCCUPIERS OF THE SUBJECT LANDS AND PREMISES

RESPONDENTS

**AFFIDAVIT**

I, **XINTAI LIU**, of 4351 Erwin Drive, West Vancouver, Vancouver, BC, Businessperson,  
SWEAR (OR AFFIRM) THAT:

1. I am a respondent in this proceeding, and I hold an undivided 40/60 interest in the mortgage and assignment of rents granted by AC Nanaimo Nominee Ltd. and registered against title to the lands which are the subject matter of this proceeding on April 11, 2022 under registration numbers CA9849655 and CA9849656 (the "**Mortgage**"). As such I have personal knowledge of the matters herein deposed to, except those facts which I say are based upon information and belief and as to those facts I verily believe them to be true. I am authorized to swear this affidavit on behalf of

the other parties who hold an interest in the Mortgage, being the respondents Ying Liang and Chenming Li (together with myself, the “**Lenders**”).

2. Pursuant to a Loan Agreement dated April 11, 2022 (the “**Loan Agreement**”), the Lenders agreed to advance a loan in the principal amount of \$6,000,000 (the “**Loan**”) to the respondents, AC Nanaimo Investment Limited Partnership, AC Nanaimo Nominee Ltd., and AC Nanaimo Investment GP Ltd. (the “**Borrowers**”), subject to and in accordance with the terms thereof.

3. Attached hereto and marked **Exhibit “A”** is a copy of an undertaking letter dated April 8, 2022 from Clark Wilson LLP to Vanguard Law Group Law Corporation relating to the Loan Agreement and the Loan.

4. Attached here to and marked as **Exhibit “B”** is a copy of the Loan Agreement.


7. Attached here to and marked as **Exhibit “C”** is a copy of the Mortgage, together with an Acknowledgment of Mortgage Terms, dated April 7, 2022.

8. Attached hereto and marked as **Exhibit “D”** is a copy of the beneficial mortgage dated April 7, 2023, executed by AC Nanaimo Investment GP Ltd. as general partner, for and on behalf of AC Nanaimo Investment Limited Partnership, and AC Nanaimo Nominee Ltd..

9. Attached hereto and marked as **Exhibit “E”** is a copy of the Order to Pay dated April 7, 2022.

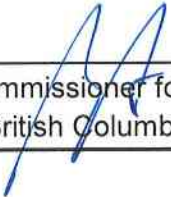
10. Attached hereto and marked as **Exhibit “F”** is a copy of the Opinion dated April 11, 2023 of Clark Wilson LLP.

SWORN BEFORE ME at Vancouver,  
British Columbia, on 13/DEC/2023.

  
A Commissioner for taking Affidavits within  
British Columbia

  
XINTAI LIU

This is **Exhibit "A"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.



---

A Commissioner for Taking Affidavits  
For British Columbia

April 8, 2022

**BY E-MAIL AND COURIER**

Vanguard Law Group Law Corporation  
Suite 950-1140 West Pender Street  
Vancouver, B.C. V6E 4G1

**Attention: Jason Wang**

Dear Sirs/Mesdames:

**Re: "Loan":** \$6,000,000.00  
**"Lender":** Xintai Liu, Ying Liang and Chenming Li  
**"Borrower":** AC Nanaimo Investment Limited Partnership  
AC Nanaimo Nominee Ltd.  
AC Nanaimo Investment GP Ltd.  
**"Guarantor":** Align BC Properties Corp.  
Coromandel Holdings Ltd.  
Zhong Liang  
Jun Chao Mo  
Zhen Yu Zhong,  
**"Property":** Listed under Schedule "A"

---

We acknowledge receipt of your letter dated March 28, 2022.

We enclose the following documents executed by AC Nanaimo Investment Limited Partnership, AC Nanaimo Nominee Ltd., AC Nanaimo Investment GP Ltd., Coromandel Holdings Ltd., Jun Chao Mo and Zhen Yu Zhong:

1. Loan Agreement;
2. Form B Mortgage and Assignment of Rents;
3. Acknowledgement of Receipt of Mortgage Terms;
4. Beneficial Mortgage and Authorization;
5. Assignments of Insurance Proceeds from the Borrowers;
6. Assignments of Material Contracts from the Borrowers
7. Environmental Indemnity Agreement;
8. General Security Agreement (Location Specific);

9. Guarantee Agreements from Coromandel Holdings Ltd., Jun Chao Mo and Zhen Yu Zhong;
10. Officer's Certificates from the General Partner and the Nominee (executed by Zhen Yu Zhong);
11. Director's Resolutions from the General Partner and the Nominee (executed by Zhen Yu Zhong);
12. Identification Verification Form;
13. Certified Corporate Structure Diagram;
14. Order to Pay; and
15. Solicitor's Opinion [TO FOLLOW].

(collectively, the "**Loan Documents**").

We also enclose:

- A. Proof of insurance with loss payable to the Lenders;
- B. Confirmation of Title Insurance showing the Lender as Second Lender [TO FOLLOW]; and
- C. Post-dated cheques [TO FOLLOW]:
  - 12 cheques in the amount of \$33,333.33 to Xintai Liu;
  - 12 cheques in the amount of \$8,333.33 to Ying Liang;
  - 12 cheques in the amount of \$8,333.33 to Chenming Li.

The Loan Documents are returned to you on your undertakings as follows:

1. Upon acceptance of the Form B Mortgage and Assignment of Rents for registration at the Land Title Office (the "**LTO**"), upon completion of a satisfactory post registration index search, and upon receipt of mortgage funds, to make available the net mortgage proceeds pursuant to the Order to Pay; and
2. If you are unable to comply with the above undertaking, or if for any reason this transaction fails to complete, you will either return the above executed mortgage documents unused, or make application to the LTO to withdraw the Form B Mortgage and Assignment of Rents and provide us with confirmation of the withdrawal.

We confirm the net loan proceeds will be forwarded to us on our undertakings as set out in your letter to us dated March 28, 2022.

If you have any questions, please contact the writer or his paralegal, Grace Biermann (email: GBiermann@cwilson.com).

Yours truly,

**CLARK WILSON LLP**

Per: 

Sam Shury

SJS/gsb

Encl.

## SCHEDULE "A"

2415 26th Ave E Vancouver, Vancouver, BC and legally described as PID: 013-823-892, Lot 5 Except The North 20 Feet Now Lane Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2419 26th Ave E Vancouver, BC and legally described as PID: 013-823-906, Lot 6, Except The North 20 Feet Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2425 26th Ave E Vancouver, BC and legally described as PID: 004-170-881, Lot 7, Except The North 20 Feet, Now Road Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2441 26th Ave E Vancouver, BC and legally described as PID: 013-823-914, Lot 8, Except The North 20 Feet Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2459 26th Ave E Vancouver, BC and legally described as PID: 011-949-554, Lot 9, Except The North 20 Feet Now Road, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

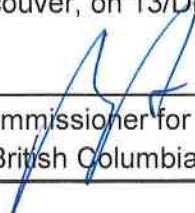
2461 26th Ave E Vancouver, BC and legally described as PID: 010-162-402, Lot 10, Except The North 20 Feet, Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2469 26th Ave E Vancouver, BC and legally described as PID: 002-412-543, Lot 11, Except The North 20 Feet, Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

2475 26th Ave E Vancouver, BC and legally described as PID: 013-823-922, Lot 12, Except The North 20 Feet Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440 and

2483 26th Ave E Vancouver, BC and legally described as PID: 013-823-931, Lot 13, Except The North 20 Feet Now Lane, Block 1 South 1/2 Of Section 46 Town Of Hastings Suburban Lands Plan 2440

This is **Exhibit "B"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.



---

A Commissioner for Taking Affidavits  
For British Columbia



## LOAN AGREEMENT

April 11, 2022

AC Nanaimo Investment Limited Partnership  
AC Nanaimo Nominee Ltd  
AC Nanaimo Investment GP Ltd.

Attention: Chao Tai Liang, President  
Zhen Yu Zhong, Director

Re: Mortgage loan from Xintai Liu, Ying Liang and Chenming Li (together, the "**Lenders**") to AC Nanaimo Investment Limited Partnership, AC Nanaimo Nominee Ltd. and AC Nanaimo Investment GP Ltd. (together, the "**Borrowers**") on the security of, *inter alia*, a mortgage of the lands and premises having the municipal addresses and legal descriptions set forth on Schedule "A" attached (together, the "**Real Property**")

---

The Lenders are pleased to advise you of their commitment to provide a certain credit facility (the "**Facility**") to the Borrowers on the terms and conditions set forth in this letter (the "**Loan Agreement**"). The terms of the Facility are as follows:

1. **Borrowers.**

**AC Nanaimo Investment Limited Partnership.**, a limited partnership formed under the laws of the province of British Columbia and having its registered address at 2800 - 650 Georgia St W, Vancouver, BC V6B 4N7

("AC Nanaimo LP")

**AC Nanaimo Nominee Ltd**, a company incorporated under the laws of the province of British Columbia and having its registered address at 2800 - 650 Georgia St W, Vancouver, BC V6B 4N7

("AC Nominee")

**AC Nanaimo Investment GP Ltd.**, a company incorporated under the laws of the province of British Columbia and having its registered address at 2288 - 555 West Hastings Street, Vancouver, BC V6B 4N6

("AC Nanaimo GP")

2. **Lenders.**

**Xintai Liu**, an individual with an address at 4351 Erwin Dr. West Vancouver, BC V7V 1H7

**Ying Liang**, an individual with an address at 2228 Kings Avenue, West Vancouver, BC V7V 2C2

**Chenming Li**, an individual with an address at 2228 172 St. Surrey, BC V3Z 9Z5

3. **Guarantors.**

**Align BC Properties Corp.**, a company incorporated under the laws of the province of British Columbia and having its registered address at 2288-555 West Hastings Street, Vancouver, BC V6O 4N6

**Coromandel Holdings Ltd.**, a company incorporated under the laws of the province of British Columbia and having its registered address at 800 - 855 West Georgia Street, Vancouver, BC V6C 3H1

**Zhong Liang**, an individual with an address at 2288 -555 West Hastings Street, Vancouver, BC V6B 4N6

**Junchao Mo**, an individual with an address at 701-277 Thurlow Street, Vancouver, BC, V6C 0C1

**Zhen Yu Zhong**, an individual with an address at 3029 West 45<sup>th</sup> Avenue, Vancouver, BC V6N 3L9

(the "Guarantors", and together with the Borrowers, the "Loan Parties" and each a "Loan Party")

The Guarantors shall fully and unconditionally guarantee and indemnify the Lenders for all obligations of the Borrowers to the Lenders from time to time, and all the Lenders' costs, fees and expenses in relation to the Guarantor's guarantee and indemnity.

4. **Facility: Amount and Description.** A non-revolving term loan facility in an aggregate principal amount of \$6,000,000.00 (Canadian) (the "Principal Amount").

5. **Facility: Availability and Draws.** The Facility shall be available in one lump sum advance on the Closing Date (as defined in Section 8), subject to the terms and conditions in this Loan Agreement. Once repaid, funds under the Facility may not be re-drawn.

6. **Purpose.** The Facility shall be used by the Borrowers solely to fully payout and discharge the second mortgage mortgage loan held by Dong Sheng Capital Management Ltd. et al, which is secured by among other things, mortgage number CA8850674, assignment of rent number CA8850675, and personal property security registration number 017040N.

7. **Full Recourse.** The Lenders shall have full recourse to the Borrowers and the Guarantors, and all of their respective assets and property for all of their respective covenants, obligations and liabilities under the Facility.

8. **Closing Date.** The closing date is the date on which the advance under the Facility is made to the Borrowers (the "Closing Date") which is April 11, 2022 or such other date as may be agreed by the Lenders.

9. **Term, Maturity and Renewal.** The Facility shall mature on May 11, 2023 (the "Maturity Date", and the period from the Closing Date to the Maturity Date, the "Term").

The Borrowers may, upon notice given at least 30 days prior to the Maturity Date, request an extension or renewal of the Facility. Any extension or renewal of the Facility shall only be on terms mutually agreed among the Borrowers and the Lenders, and set forth in writing in an amendment to this Loan Agreement.

10. **Interest.** The principal amount of the Facility shall bear interest at a rate of 10% per annum, calculated and compounded monthly, not in advance, from the Closing Date up to April 11, 2023. From and including April 12, 2023, the principal amount of the Facility shall bear interest at a rate of 18% per annum, calculated and compounded monthly, not in advance, until the principal, accrued interest and any other amounts outstanding under this Facility are repaid in full. Interest shall be payable both before and after maturity or demand, and before and after default or judgment, and payable in accordance with Section 11 below.

If this Loan Agreement or any other security or loan documents given to the Lenders for the Facility oblige any Loan Party to pay interest at a criminal rate of interest under Section 347 of the *Criminal Code*, R.S.C., 1985, c. C-46, then notwithstanding anything to the contrary in this Loan Agreement or any security or loan documents, such amount or rate shall be deemed to be reduced to the maximum interest rate allowed by law.

11. **Repayment and Payments.** The Facility shall be repayable as follows:

(a) Interest at the applicable interest rate on the outstanding principal shall be payable monthly in arrears on the 11th day of each month of the Term for the first 12 months of the Term starting on the 11th day of May, 2022. The Borrowers

shall provide the Lenders on the Closing Date with the following 36 post-dated cheques:

- 12 post-dated cheques in the amount of \$33,333.33 to Xintai Liu for the monthly interest payable from April 11, 2022 to April 10, 2023;
- 12 post-dated cheques in the amount of \$8,333.33 to Ying Liang for the monthly interest payable from April 11, 2022 to April 10, 2023; and
- 12 post-dated cheques in the amount of \$8,333.33 to Chenming Li for the monthly interest payable from April 11, 2022 to April 10, 2023;

(b) The balance of principal and interest and all other outstanding amounts payable under the Facility shall be repayable in full on the Maturity Date.

12. **Prepayment.** The Facility may be prepaid in full on or prior to October 10, 2022 upon 15 Business Days' prior written notice to the Lenders, and provided the Borrowers shall pay the interest on the Facility in full to October 10, 2022.

13. **Broker Fees.** The Borrowers shall pay on the Closing Date a broker fee of \$135,000.00 to Dominion Lending Centres Fanson Capital Mortgages, which shall be deducted from the advance.

14. **Security and Loan Documents.** The Loan Parties shall provide security and documentation for the Facility (collectively, including this Loan Agreement, the "Loan Documents") that are usual and customary for transactions of this type and, having regard to the results of the Lenders' due diligence, each in form and substance satisfactory to the Lenders and its counsel, including without limitation the following:

- (a) Form B Mortgage and the Assignment of Rents;
- (b) Acknowledgement of mortgage terms;
- (c) Beneficial Mortgage from AC Nanaimo Investment Limited Partnership;
- (d) Assignment of Insurance from each of the Borrowers;
- (e) Assignment of Material Contracts from each of the Borrowers;
- (f) Location Specific General Security Agreement;
- (g) Guarantee from each of the Guarantors;
- (h) Environmental Indemnity Agreement;
- (i) Officer Certificates the Borrowers and the corporate Guarantors;

- (j) Order to Pay
- (k) Opinion letter(s) from the solicitor(s) for the Borrowers and Guarantors;  
and
- (l) Such other loan and security documents reasonably requested by the Lenders or its counsel.

15. **Conditions Precedent.** The obligations of the Lenders under this Loan Agreement to advance the Facility is subject to the satisfaction, by the Closing Date or such earlier date set out below, or the waiver by the Lenders in its discretion, of the following conditions precedent:

- (a) **Lenders' Due Diligence.** The Lenders shall be satisfied with the results of its due diligence about the Real Property and the Loan Parties, which include credit reports and applications which include the personal net worth of the personal Guarantors, receipt of satisfactory current financial statements for the Borrowers and the corporate Guarantors, satisfactory appraisal on the Real Property, current director certified copy of the organization chart for the Borrowers, and any other documents, instruments or agreements as may be required by the Lenders of their solicitor, acting reasonably;
- (b) **Insurance.** The Borrowers shall have delivered to the Lenders evidence that the insurance required by Section 16(c) of this Loan Agreement is in place in respect of the Real Property.
- (c) **Taxes.** The Borrowers shall have delivered to the Lenders evidence, satisfactory to the Lenders, that all real property taxes and utilities supplied by the municipality for the Real Property are paid and up-to-date to the Closing Date.
- (d) **Title.** The Borrowers shall satisfy the Lenders that on the Closing Date the Borrowers has good and marketable title in fee simple to the Real Property, which is subject only to those encumbrances listed on Schedule "B" attached (the "**Permitted Encumbrances**"), and that the Lenders' mortgage and assignment of rents have been validly submitted to the land title office. The Borrowers shall have delivered to the Lenders a lender's policy of title insurance, in a form and content satisfactory to the Lenders and paid for by the Borrowers.
- (e) **Corporate Opinions and Documents.** The Borrowers shall have delivered to the Lenders, for each Borrowers, an officer's, trustee's or partner's certificate, as applicable, including, without a limitation, a certificate of incumbency, and lawyer's corporate legal opinion, each in a form and content satisfactory to the Lenders and their lawyer.

(f) Security and Priority. The Lenders shall have received all Loan Documents properly executed, and registered or filed as required, the executed opinions and certificates required under Section 15(e) of this Loan Agreement. The Lenders shall have received evidence satisfactory to it that its security in the Real Property and personal property thereon (collectively, the "Collateral") rank in second priority.

(g) No Defaults. There are no existing Events of Default.

(h) Representations and Warranties. All representations and warranties in this Loan Agreement or any other Loan Document are accurate in all material respects on the Closing Date.

(i) Costs and Loan Agreement. All fees, charges and costs required to be paid by a Loan Party to the Lenders under this Loan Agreement or another document by the Closing Date are paid, or will be deducted and paid from the advance under the Facility on the Closing Date, and each Loan Party has complied with all its obligations under this Loan Agreement to be complied with by that party by the Closing Date.

16. Positive and Negative Covenants. The Borrowers and/or each Loan Party as set out below, covenant and agree, jointly and severally if more than one Loan Party is making the covenant, that, unless the Lenders otherwise consents in writing, so long as any amount payable under this Loan Agreement or any of the other Loan Documents is outstanding:

(a) Environmental. Each Loan Party shall comply, and cause its tenants at the Real Property and all other parties having charge, management or control of the Real Property to comply, with all legislation, regulations and applicable orders, decisions or the like relating to environmental matters rendered by any governmental authority (collectively, "Environmental Laws") with respect to the Real Property, and not cause or permit any contaminants or substances that are generally considered hazardous to human health, including, without limitation, any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances (collectively, "Hazardous Substances") to be used, stored or released at, in or under the Real Property contrary to any Environmental Laws.

(b) Environmental Contamination. Each Loan Party shall notify the Lenders promptly, as soon as it becomes aware, of any spills of Hazardous Substances or other violations of Environmental Laws relating to the Real Property and, at the expense of the Borrowers, remediate, in accordance with all Environmental Laws, any contamination resulting from such violations.



(c) Insurance. The Borrowers shall maintain insurance with respect to the Real Property, its personal property and business, on terms and conditions satisfactory to the Lenders and approved by the Lenders' insurance consultant (if any). The Borrowers' insurance shall, without limitation: (i) be issued by financially sound and reputable insurance companies; (ii) as to property insurance, be for the full replacement cost, cover all risks, name the lender as first mortgagee and loss payee and include the standard mortgage clause approved by the Insurance Bureau of Canada; and (iii) as to commercial general liability insurance, be written on a per occurrence basis and name the Lenders as additional insured. Prior to the Closing Date, and thereafter from time to time on written request by the Lenders, the Borrowers shall furnish to the Lenders evidence of such insurance.

(d) Advances. The Borrowers shall use the proceeds from the Facility only for the purposes stated in Section 6 of this Loan Agreement.

(e) Property Maintenance. The Borrowers shall maintain the Real Property and all structures thereon, including, without limitation, each structure's mechanical and electrical systems, in good condition and in compliance with all applicable laws.

(f) Material Agreements and Management. The Borrowers, or the Loan Party that is a party to a material affecting the Real Property, shall comply at all times with all of its obligations under all Material Agreements to which it is a party. The Borrowers shall promptly notify the Lenders of any material default under any Material Agreement.

(g) Taxes, Utilities and Benefits. The Borrowers shall pay all real property taxes and utilities charges for the Real Property when due. The Borrowers shall comply with all its obligations when due to collect, deduct at source, withhold, contribute, remit or pay all: (i) income taxes, sales taxes and other federal, provincial or municipal taxes; and (ii) employee benefits, pension plan contributions, insurance premiums and other amounts as required of it under applicable employee or pension legislation or other laws, and provide confirmation of payment of such taxes and amounts to the Lenders upon request by the Lenders.

(h) Compliance with Laws. Each Loan Party shall, at all times, comply with all laws affecting it and its business. The Borrowers shall comply with all laws affecting the Real Property, including without limitation all issued approvals, permits and licences. The Borrowers shall not carry on any use or construction at the Real Property until it has all necessary governmental approvals, licences and permits for such use or construction.

(i) Transfer, Change of Control and Further Encumbrances. All outstanding principal, interest and other amounts under the Facility shall immediately become due and payable in full, at the option of the Lenders, if any of the following occur without the Borrowers having first obtained the prior written consent of the Lenders to such transaction:

- (i) There is a change in the legal or beneficial ownership of the Real Property, or any part of it, or in any of the Personal Property;
- (ii) A Loan Party amalgamates, merges, converts to another type of entity, liquidates its assets or otherwise ceases to exist and be organized as it did on the Closing Date;
- (iii) There is a change in control of any of the Borrowers; or
- (iv) The legal or beneficial interest in the Collateral, or any part of it, is further encumbered by any charge, mortgage, lien, execution, easement, restrictive covenant, agreement or other financial encumbrance, other than Permitted Encumbrances.

(j) NSF Fee. An NSF fee of \$250 shall become due and payable by the Borrowers to the Lenders for each NSF cheque.

17. Events of Default. In addition to any other remedies for defaults available to the Lenders in other sections of this Loan Agreement, at law or in any other Loan Document, if an Event of Default exists on or before the Closing Date the Lenders is not obligated to advance the Facility, or any part of it, and may terminate this Loan Agreement. The occurrence of any one or more of the following, if not cured within within such period of time as may be specified below or in the other Loan Documents, if a cure period is applicable, shall constitute an "Event of Default" under this Loan Agreement:

- (a) Non-Payment of Principal and Interest. Any Loan Party fails to pay any amount of principal or interest under the Facility when due.
- (b) Non-Payment of Other Amounts. Any Loan Party fails to pay any other monetary amounts, other than principal and interest, when due under this Loan Agreement or any other Loan Document.
- (c) Non-Monetary Defaults. Any Loan Party defaults under any of its non-monetary obligations under this Loan Agreement or any other Loan Document and such default is not cured within the applicable cure period set out herein or such Loan Document.



(d) Inaccurate Representations and Warranties. A representation and warranty in this Loan Agreement or any other Loan Document was inaccurate in any material respect when it was made.

(e) Bankruptcy. Any Loan Party: (i) initiates any proceedings to have it declared bankrupt or insolvent, or to be wound-up, liquidated, re-organized, placed in receivership or otherwise to give the Loan Party relief from paying its debts and protection from its creditors by any other plan, proposal, arrangement, assignment or proceeding under bankruptcy and insolvency laws, or (ii) is involuntarily placed in a proceeding described in Section 18(e) by another party and such involuntary proceeding is not dismissed, discharged, withdrawn, bonded or stayed within 15 days of the commencement date of such involuntary proceeding.

(f) Judgments and Executions. A writ of execution is filed or a judgment is entered against a Loan Party in favour of a creditor other than the Lenders that impacts the value of the Real Property, or another encumbrancer takes possession of all or part of the Real Property or other Collateral.

(g) Loss of Security Interest or Priority. Any security for the Facility given by a Loan Party is invalid or loses its priority from the priority it had on the Closing Date.

(h) Material Adverse Effect. Any matter, event or circumstance occurs that in the opinion of the Lenders, acting reasonably, may have a material adverse effect on the ability of a Loan Party to satisfy its obligations to the Lenders under this Loan Agreement and any other Loan Documents, which matter, event or circumstance is not remedied to the satisfaction of the Lenders, acting reasonably, within 10 days of notice thereof by the Lenders.

(i) Expropriation. The Real Property, or any part of it, is expropriated.

(j) Other Defaults. Any other default under any of the other Loan Documents and any other defaults that are usual and customary for loan transactions of the type contemplated in this Loan Agreement, or which the Lenders, acting reasonably, considers to be necessary for the transaction.

18. Representations and Warranties. Each Loan Party makes the representations and warranties that it is indicated below as making, jointly and severally if more than one Loan Party is indicated below as making that representation and warranty:

(a) Environmental. Each Loan Party represents and warrants, to the best of its knowledge and belief, that there have not been and there are no:

- (i) discharges, deposits, spills, escapes or releases of Hazardous Substances into the natural environment or the soil in, on, over, under or at the Real Property, other than in compliance with all Environmental Laws;
  - (ii) uses of the Real Property for a waste disposal site, fill materials forming part of the Real Property or underground storage tanks located at the Real Property;
  - (iii) claims, actions, prosecutions, charges, hearings or other proceedings of any kind in any court or tribunal relating to any violation of any Environmental Laws with respect to the Real Property;
  - (iv) judgments, decisions, orders, directions, injunctions or notices of any kind rendered by any court, tribunal or governmental authority, relating to any required environmental remediation or violation of any Environmental Laws with respect to the Real Property;
  - (v) Hazardous Substances used, stored or released at the Real Property other than in compliance with all Environmental Laws and disclosed to the Lenders; and
  - (vi) facts or circumstances in existence that, with the passage of time or the giving of notice or both, would give rise to any of the foregoing.
- (b) Title: Ownership. The Borrowers represent and warrant that AC Nanaimo Nominee Ltd. is the registered owner and AC Nanaimo Investment Limited Partnership is the beneficial owner of the Real Property
- (c) Off-Title. The Borrowers represents and warrants that:
- (i) there are no material outstanding work orders, deficiency notices or notices of any violation, open building permits or other similar communications from any governmental authority requiring or recommending that work or repairs in connection with the Real Property or any part thereof is necessary, desirable, permitted, incomplete or required, and there is no evidence of construction of an improvement at the Real Property without a required building permit (collectively, "Work Orders"); and
  - (ii) there are no facts or circumstances in existence that with the passage of time or the giving of notice or both would give rise to any Work Orders.

(d) Zoning. The Borrowers represents and warrants that the present use of the Real Property and all improvements on the Real Property comply with all applicable zoning by-laws, legislation, official plans, and planning or development agreements affecting the Real Property.

(e) Arrears and Liens. The Borrowers represent and warrant that they do not have any indebtedness that might by operation of law or otherwise constitute a lien, charge, statutory deemed trust or other financial encumbrance on all or any part of the Real Property or that could affect or have priority over the Lender's security interest over or in the Real Property or Personal Property, other than Permitted Encumbrances. Without limiting the foregoing: (i) all real property taxes for the Real Property and utilities costs that if unpaid may form a lien against the Real Property are paid and up-to-date; (ii) the Borrowers has collected, deducted at source, withheld, contributed, remitted or paid when due all taxes (including, without limitation, income and sales taxes) and employee benefits, premiums and other amounts as required of it under applicable employment or pension legislation or other laws; and (iii) all contractors have been paid and no one is entitled to register a construction lien against title to the Real Property.

(f) Power. Each of the Borrowers represent and warrant that:

- (i) it is duly incorporated or formed and validly existing under the laws of its jurisdiction of British Columbia;
- (ii) it has the power and authority to own, lease, charge and mortgage its property and carry on its business in each jurisdiction in which it owns or leases property or assets or carries on business;
- (iii) it has taken all corporate and other actions necessary and obtained all consents necessary to duly execute, deliver and perform its obligations under this Loan Agreement and the other Loan Documents to which it is a party; and
- (iv) this Loan Agreement and the other Loan Documents constitute legal, valid and binding obligations enforceable against it in accordance with their respective terms and do not violate any of its constating documents.

(g) Litigation. Each Loan Party represents and warrants that there are no actions, suits or legal or administrative proceedings, outstanding, pending, or threatened against it or the Real Property or any other part of the Collateral, that has not been disclosed in writing to the Lenders.

19. **Indemnification.** The Borrowers and Guarantors shall, jointly and severally, indemnify the Lenders for all claims, liabilities, obligations, demands, losses, damages, costs and expenses incurred by the Lenders or asserted against it by any person or entity arising, directly or indirectly, out of any or all of the following:

- (a) Environmental matters relating to the Collateral, including:
  - (i) any breach by any Loan Party of its covenants or representations and warranties to the Lenders respecting environmental matters;
  - (ii) the presence of Hazardous Substances on the Real Property contrary to Environmental Laws;
  - (iii) the presence of Hazardous Substances on adjoining lands that migrated or originated from the Real Property; and
  - (iv) any environmental remediation actions taken by the Lenders relating to such breaches or presence of Hazardous Substances.
- (b) The following actions or omissions of a Loan Party that may reduce the value of the Collateral:
  - (i) any diversion by the Borrowers of the Collateral, or proceeds therefrom, in violation of any Loan Document;
  - (ii) fraud or material misrepresentation by any Loan Party; and
  - (iii) any failure to maintain or repair the Collateral, which results in a diminution of value of the Collateral.

Notwithstanding anything to the contrary in this Loan Agreement or in any other Loan Document, the liabilities of the Borrowers and Guarantors for the indemnities under this Section 19 shall be joint and several and unlimited, and the Lenders shall have full recourse to each Loan Party personally and to all of its assets and property to satisfy the indemnities provided under this Section. The indemnity under Section 19(a) shall survive termination or expiration of the Facility.

20. **Intercreditor Agreement.**

- (a) The Lenders shall advance the Facility as follows:
  - (i) Xintai Liu - \$4,000,000.00;
  - (ii) Ying Liang - \$1,000,000.00;
  - (iii) Chenming Li - \$1,000,000.00;

(b) All payments of principal and interest made by the Loan Parties in relation to this Loan Agreement shall be allocated to each of the Lenders pro-rata to the principal advanced in accordance with Section 20(a).

(c) All decisions relating to the administration, collection, enforcement, and other matters between the Lenders shall be made by the approval of the Lenders holding a majority of the Facility.

21. **Assignment.** The Borrowers may not assign this Loan Agreement without the prior written consent of the Lenders, which may be unreasonably withheld. The Lenders may assign this Loan Agreement or otherwise syndicate its interest in the Facility to other lenders without the prior consent of the Borrowers but on written notice to it.

22. **Costs.** The Borrowers shall be responsible for and pay or reimburse the Lenders for, whether or not the Facility is advanced, all of the Lenders' costs and expenses (including, without limitation, all legal costs, consultants' costs and out-of-pocket expenses) in connection with the loan transaction contemplated in this Loan Agreement, including, without limitation, costs and expenses incurred by the Lenders for: (i) due diligence; (ii) preparation and enforcement of this Loan Agreement and the other Loan Documents; (iii) realization of its security; (iv) defaults by Loan Parties; (v) administration of the Facility; and (vi) payments the Lenders, in its discretion, makes to protect its security in the Collateral, including, without limitation, for amounts unpaid by the Borrowers for insurance premiums, utilities or realty taxes arrears for the Real Property, or amounts paid to prior or subsequent encumbrancers of the Real Property to discharge their encumbrances or bring them into good standing. Any of the Borrowers' or another Loan Party's unpaid costs paid by the Lenders may be added to the principal under the Facility, bear interest at the applicable interest rate and be payable on demand.

23. **Notice.** Any notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the Lenders, and on the next business day of the Lenders if sent after normal business hours of the Lenders; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a written notice given in accordance with this Section):

If to Xintai Liu:

Address: 4351 Erwin Dr., West Vancouver, BC V7V 1H7

Email: xt20130228@hotmail.com

If to Ying Liang:

Address: 2228 Kings Avenue, West Vancouver, BC V7V 2C2  
Email:

If to Chenming Li.:

Address: 2228 172 St., Surrey, BC V3Z 9Z5  
Email: elkmondli@gmail.com

If to the Borrowers, c/o AC Nanamo Investment GP Ltd.:

Address: 2288 - 555 West Hastings Street, Vancouver, BC V6B 4N6  
Email: [•]  
Attention: [•]

If to Align BC Properties Corp.:

Address: 2288-555 West Hasting Street, Vancouver, BC V6O 4N6  
Email: john@alignproperties.com  
Attention: John Liang

If to Coromandel Holdings Ltd.

Address: 800-885 West Georgia Street, Vancouver, BC V6C 3H1  
Email: [•]  
Attention: Zhong Liang

If to Zhong Liang:

Address: 2288 - 555 West Hastings Street, Vancouver, BC V6B 4N6

If to Junchao Mo:

Address: 701-277 Thurlow Street, Vancouver, BC, V6C 4O1  
Email: mozhaoming1996@gmail.com

If to Zhenyu Zhong:

Address: 3029 West 45<sup>th</sup> Avenue, Vancouver, BC V6N 3L9  
Email: jerry@coromandelproperties.com



24. **Governing Law.** This Loan Agreement and the Loan Documents shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

25. **Acceptance, Expiration and Termination.** If the Closing Date does not occur on or before April 8, 2022, then this Loan Agreement will terminate at 11:59 p.m. on such date. The Lenders, in its discretion, may terminate this Loan Agreement if a condition precedent in Section 15 is not satisfied by the Borrowers or waived by the Lenders by the date for satisfaction or waiver of that condition precedent.

26. **Survival of Loan Agreement and Conflicts.** This Loan Agreement shall survive the closing of the loan transaction contemplated herein and shall not merge in the charge or mortgage of the Real Property or any of the other Loan Documents. If there is a conflict or inconsistency between the Loan Agreement and any of the other Loan Documents, the provisions of this Loan Agreement shall prevail to the extent of such conflict or inconsistency.

27. **Entire Agreement.** This Loan Agreement supersedes all prior understandings, agreements, representations and warranties, both written and oral, with respect to the Facility. This Loan Agreement together with the deliveries contemplated herein and the other Loan Documents constitute the entire agreement among the parties hereto with respect to the Facility.

28. **Amendments.** This Loan Agreement may not be amended or modified except pursuant to an agreement or agreements in writing entered into by all the parties hereto.

29. **Time of the Essence.** Time shall in all respects be of the essence of this Loan Agreement and the other Loan Documents.

30. **Counterparts.** This Loan Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Loan Agreement by facsimile or by sending a scanned copy ("PDF" or "TIF") by electronic mail shall be effective as delivery of a manually executed counterpart of this Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

Signed by **Xintai Liu** this \_\_\_\_ day of April, 2022.

\_\_\_\_\_

Signed by **Ying Liang** this \_\_\_\_ day of April, 2022.

\_\_\_\_\_


Signed by **Chenming Li** this \_\_\_\_ day of April, 2022.

\_\_\_\_\_

Accepted and agreed to on the 7 day of April, 2022.

**AC Nanaimo Investment GP Ltd.**

**AC Nanaimo Nominee Ltd.**

Per: 

Per: 

**AC Nanaimo Investment GP Ltd., as general partner, for and on behalf of AC Nanaimo Investment Limited Partnership.**


**Align BC Properties Corp.**

Per: 

Per: \_\_\_\_\_



Coromandel Holdings Ltd.

Per:  \_\_\_\_\_

\_\_\_\_\_  
ZHONG LIANG

\_\_\_\_\_  
JUN CHAO MO

 \_\_\_\_\_  
ZHEN YU ZHONG

Per: \_\_\_\_\_

\_\_\_\_\_  
ZHONG LIANG

  
\_\_\_\_\_  
JUN CHAO MO

\_\_\_\_\_  
ZHEN YU ZHONG

## SCHEDULE "A"

### LEGAL DESCRIPTION OF REAL PROPERTY

2469 East 26<sup>th</sup> Ave, Vancouver BC V5R 1K6  
PID: 002-412-543; LOT 11, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440;

2425 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6  
PID: 004-170-881; LOT 7, EXCEPT THE NORTH 20 FEET, NOW ROAD BLOCK 1 SOUTH  
1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2461 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6  
PID: 010-162-402; LOT 10, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2459 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6  
PID: 011-949-554; LOT 9, EXCEPT THE NORTH 20 FEET NOW ROAD, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2415 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6  
PID: 013-823-892; LOT 5 EXCEPT THE NORTH 20 FEET NOW LANE BLOCK 1 SOUTH 1/2  
OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2441 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6  
PID: 013-823-914; LOT 8, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2  
OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2483 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6  
PID: 013-823-931; LOT 13, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

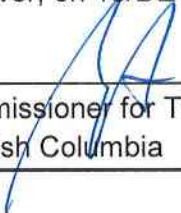
2419 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6  
PID: 013-823-906; LOT 6, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

2475 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6  
PID: 013-823-922; LOT 12, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1  
SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

**SCHEDULE "B"**  
**PERMITTED ENCUMBRANCES**

All encumbrances on the attached title searches other than mortgage number CA8850674, assignment of rent number CA8850675.

This is **Exhibit "C"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
For British Columbia



Land Title Act  
**Mortgage**  
 Part 1 Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE  
 APR 11 2022 12:59:07.001  
**CA9849655-CA9849656**

1. Application

**CMJC Law Corporation**  
 850-1095 West Pender Street  
 Vancouver BC V6E 2M6  
 778-397-6888

2. Description of Land

PID/Plan Number	Legal Description
013-823-892	LOT 5 EXCEPT THE NORTH 20 FEET NOW LANE BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-906	LOT 6, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
004-170-881	LOT 7, EXCEPT THE NORTH 20 FEET, NOW ROAD BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-914	LOT 8, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
011-949-554	LOT 9, EXCEPT THE NORTH 20 FEET NOW ROAD, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
010-162-402	LOT 10, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
002-412-543	LOT 11, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-922	LOT 12, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-931	LOT 13, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

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

**AC NANAIMO NOMINEE LTD.**  
 2800-650 WEST GEORGIA STREET  
 VANCOUVER BC V6B 4N7

BC1181837

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

**XINTAI LIU**  
 4351 ERWIN DRIVE  
 WEST VANCOUVER BC V7V 1H7

BUSINESS PERSON

As to an undivided **40/60** interest

**YING LIANG**  
 2228 KINGS AVENUE  
 WEST VANCOUVER BC V7V 2C2

BUSINESS PERSON

As to an undivided **10/60** interest



<b>CHENMING LI</b> 2228 172 STREET SURREY BC V3Z 9Z5	BUSINESS PERSON
As to an undivided <b>10/60</b> interest	

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
<b>\$6,000,000</b>	<b>See page 3, Item 10, Section 5(b)</b>	<b>April 1, 2022</b>
Interest Calculation Period	Payment Dates	First Payment Date
<b>Monthly, not in advance</b>	<b>1st day of each month</b>	<b>May 1, 2022</b>
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
<b>Interest Only</b>	<b>N/A</b> per annum	<b>May 1, 2023</b>
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
<b>Yes</b>	<b>Postal Address in Item 4</b>	<b>May 1, 2023</b>
If yes, page and paragraph number: <b>See page 3, Item 10, Section 5(j)</b>		

6. Mortgage contains floating charge on land?

**No**

7. Mortgage secures a current or running account?

**No**

8. Interest Mortgaged

**Fee Simple**

9. Mortgage Terms

Part 2 of this mortgage consists of:

**(a) Prescribed Standard Mortgage Terms**

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

---

10. Additional or Modified Terms

**5. PAYMENT PROVISIONS:**

**5(b) Interest Rate:**

The principal amount of the facility shall bear interest at a rate of 10% per annum, calculated and compounded monthly, not in advance, from the date of advance up to April 1, 2023. From and including April 1, 2023, the principal amount of the Facility shall bear interest at a rate of 18% per annum, calculated and compounded monthly, not in advance, until the principal, accrued interest and any other amounts outstanding under this facility are repaid in full. Interest shall be payable both before and after maturity or demand, and before and after default or judgment, and payable in accordance with the loan agreement dated April 1, 2022 among, inter alia, the Borrower/Mortgagor and the Lenders/Mortgagees.

**5(j) Assignment of Rents and Leases:**

(i) For the better securing to the Mortgagees the payment of the liabilities, the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Mortgagees all leases, agreements, tenancies and licenses which affect the mortgaged property whether written, verbal or otherwise howsoever, including all renewals or extensions thereof, together with all rents and other monies payable thereunder and all rights, benefits and advantages to be derived therefrom; provided that nothing done in pursuance hereof shall have or be deemed to have the effect of making the Mortgagees responsible for the collection of rent, or of any part thereof, or observance of any provision of such leases and agreements. It is the intention of the Mortgagor and the Mortgagees that the assignment hereunder be a present assignment, and the Mortgagor expressly agrees that upon the occurrence of an Event of Default (as defined in the Loan Agreement) the Mortgagees may, receive and collect any rents and exercise any other power, right or remedy assigned to the Mortgagees hereunder, and the assignment hereunder shall constitute an irrevocable direction and full authority to each party to the leases to pay all rents to the Mortgagees upon demand and without the necessity of any further authorization or consent from the Mortgagor. The assignment shall not in any manner hinder or prejudice the Mortgagees from realizing on the lands or any part thereof or from exercising any right, power or remedy of the Mortgagees under this Mortgage and the Mortgagees will be entitled to exercise any right, power or remedy of the Mortgagees hereunder in any order as the Mortgagees in their sole discretion may determine, notwithstanding any rule of law or equity to the contrary;

(ii) The Mortgagor makes the following representations and warranties to the Mortgagees which shall be true and correct in all respects as of the date hereof:

- (a) none of the leases or rents are subject to any other assignment or any claim, charge, lien, set off or other encumbrance other than any encumbrance in favour of the Mortgagees;
- (b) no rents have been paid more than the applicable amount set out in the leases;
- there is no existing default, whether in payment of any rents or otherwise, under any of the leases by any party thereto; and
- (c) there is no outstanding dispute under any of the leases between any of the parties thereto.

---

11. Prior Encumbrances Permitted by Lender

**N/A**





Land Title Act  
**Mortgage**  
Part 1 Province of British Columbia

12. Execution(s)

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

YYYY-MM-DD  
  
**2022-04-07**

**AC Nanaimo Nominee Ltd.**  
By their Authorized Signatory

\_\_\_\_\_  
**Samuel Shury**  
**Barrister & Solicitor**  
Clark Wilson LLP  
900-885 West Georgia Street  
Vancouver BC V6C 3H1

\_\_\_\_\_  
**Zhen Yu Zhong**

T: 604.687.5700

**Officer Certification**

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

**Electronic Signature**

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

**Chih-Ming (James)  
Chen B6Q3A8**

**Digitally signed by  
Chih-Ming (James) Chen  
B6Q3A8  
Date: 2022-04-11  
12:58:43 -07:00**



NEW WESTMINSTER LAND TITLE OFFICE  
 APR 11 2022 12:59:07.001  
**CA9849655-CA9849656**

1. Application

**CMJC Law Corporation**  
 850-1095 West Pender Street  
 Vancouver BC V6E 2M6  
 778-397-6888

2. Description of Land

PID/Plan Number	Legal Description
013-823-892	LOT 5 EXCEPT THE NORTH 20 FEET NOW LANE BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-906	LOT 6, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
004-170-881	LOT 7, EXCEPT THE NORTH 20 FEET, NOW ROAD BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-914	LOT 8, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
011-949-554	LOT 9, EXCEPT THE NORTH 20 FEET NOW ROAD, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
010-162-402	LOT 10, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
002-412-543	LOT 11, EXCEPT THE NORTH 20 FEET, NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-922	LOT 12, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440
013-823-931	LOT 13, EXCEPT THE NORTH 20 FEET NOW LANE, BLOCK 1 SOUTH 1/2 OF SECTION 46 TOWN OF HASTINGS SUBURBAN LANDS PLAN 2440

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

**AC NANAIMO NOMINEE LTD.**  
 2800-650 WEST GEORGIA STREET  
 VANCOUVER BC V6B 4N7

BC1181837

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

**XINTAI LIU**  
 4351 ERWIN DRIVE  
 WEST VANCOUVER BC V7V 1H7

BUSINESS PERSON

As to an undivided **40/60** interest

**YING LIANG**  
 2228 KINGS AVENUE  
 WEST VANCOUVER BC V7V 2C2

BUSINESS PERSON

As to an undivided **10/60** interest



Land Title Act  
**Mortgage**  
Part 1 Province of British Columbia

<b>CHENMING LI</b> 2228 172 STREET SURREY BC V3Z 9Z5	<b>BUSINESS PERSON</b>
As to an undivided <b>10/60</b> interest	

5. Payment Provisions

Principal Amount <b>\$6,000,000</b>	Interest Rate <b>See page 3, Item 10, Section 5(b)</b>	Interest Adjustment Date <b>April 1, 2022</b>
Interest Calculation Period <b>Monthly, not in advance</b>	Payment Dates <b>1st day of each month</b>	First Payment Date <b>May 1, 2022</b>
Amount of each periodic payment <b>Interest Only</b>	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is <b>N/A % per annum</b>	Last Payment Date <b>May 1, 2023</b>
Assignment of Rents which the applicant wants registered? <b>Yes</b> If yes, page and paragraph number: <b>See page 3, Item 10, Section 5(j)</b>	Place of payment <b>Postal Address in Item 4</b>	Balance Due Date <b>May 1, 2023</b>

6. Mortgage contains floating charge on land?  
**No**

7. Mortgage secures a current or running account?  
**No**

8. Interest Mortgaged  
**Fee Simple**

9. Mortgage Terms

Part 2 of this mortgage consists of:  
**(a) Prescribed Standard Mortgage Terms**

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



## 10. Additional or Modified Terms

**5. PAYMENT PROVISIONS:****5(b) Interest Rate:**

The principal amount of the facility shall bear interest at a rate of 10% per annum, calculated and compounded monthly, not in advance, from the date of advance up to April 1, 2023. From and including April 1, 2023, the principal amount of the Facility shall bear interest at a rate of 18% per annum, calculated and compounded monthly, not in advance, until the principal, accrued interest and any other amounts outstanding under this facility are repaid in full. Interest shall be payable both before and after maturity or demand, and before and after default or judgment, and payable in accordance with the loan agreement dated April 1, 2022 among, inter alia, the Borrower/Mortgagor and the Lenders/Mortgagees.

**5(j) Assignment of Rents and Leases:**

(i) For the better securing to the Mortgagees the payment of the liabilities, the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Mortgagees all leases, agreements, tenancies and licenses which affect the mortgaged property whether written, verbal or otherwise howsoever, including all renewals or extensions thereof, together with all rents and other monies payable thereunder and all rights, benefits and advantages to be derived therefrom; provided that nothing done in pursuance hereof shall have or be deemed to have the effect of making the Mortgagees responsible for the collection of rent, or of any part thereof, or observance of any provision of such leases and agreements. It is the intention of the Mortgagor and the Mortgagees that the assignment hereunder be a present assignment, and the Mortgagor expressly agrees that upon the occurrence of an Event of Default (as defined in the Loan Agreement) the Mortgagees may, receive and collect any rents and exercise any other power, right or remedy assigned to the Mortgagees hereunder, and the assignment hereunder shall constitute an irrevocable direction and full authority to each party to the leases to pay all rents to the Mortgagees upon demand and without the necessity of any further authorization or consent from the Mortgagor. The assignment shall not in any manner hinder or prejudice the Mortgagees from realizing on the lands or any part thereof or from exercising any right, power or remedy of the Mortgagees under this Mortgage and the Mortgagees will be entitled to exercise any right, power or remedy of the Mortgagees hereunder in any order as the Mortgagees in their sole discretion may determine, notwithstanding any rule of law or equity to the contrary;

(ii) The Mortgagor makes the following representations and warranties to the Mortgagees which shall be true and correct in all respects as of the date hereof:

- (a) none of the leases or rents are subject to any other assignment or any claim, charge, lien, set off or other encumbrance other than any encumbrance in favour of the Mortgagees;
- (b) no rents have been paid more than the applicable amount set out in the leases;
- there is no existing default, whether in payment of any rents or otherwise, under any of the leases by any party thereto; and
- (c) there is no outstanding dispute under any of the leases between any of the parties thereto.

## 11. Prior Encumbrances Permitted by Lender

**N/A**



Land Title Act  
**Mortgage**  
Part 1 Province of British Columbia

12. Execution(s)

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

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

YYY-MM-DD  
  
**2022-04-07**

**AC Nanaimo Nominee Ltd.**  
By their Authorized Signatory

\_\_\_\_\_  
**Samuel Shury**  
**Barrister & Solicitor**  
Clark Wilson LLP  
900-885 West Georgia Street  
Vancouver BC V6C 3H1

\_\_\_\_\_  
**Zhen Yu Zhong**

T: 604.687.5700

**Officer Certification**

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

**Electronic Signature**

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

**Chih-Ming (James)  
Chen B6Q3A8**

**Digitally signed by  
Chih-Ming (James) Chen  
B6Q3A8  
Date: 2022-04-11  
12:58:43 -07:00**

**ACKNOWLEDGMENT OF RECEIPT OF MORTGAGE TERMS**

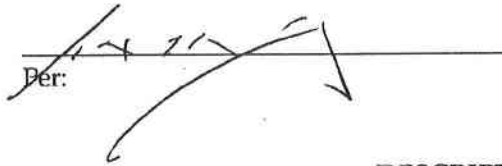
We acknowledge receipt from Xintai Liu, Ying Liang, Chenming Li and Vanguard Law Group Law Corporation of:

1. a true copy of the set of Prescribed mortgage terms
2. a copy of the Mortgage - Part 1 (Form B Land Title Act) and any Schedule(s) referred to therein

at or before the time that we executed the Form B Mortgage Part 1.

Dated this 1 day of April, 2022

AC NANAIMO NOMINEE LTD.

Per: 

**DESCRIPTION OF MORTGAGE**

NAME OF LENDERS: Xintai Liu, Ying Liang, Chenming Li

PRINCIPAL AMOUNT: \$6,000,000.00

DATE OF EXECUTION BY BORROWER: 1 day of ~~March~~ <sup>April</sup>, 2022

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

PID: 002-412-543; Lot 11 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT NOW LANE

PID: 004-170-881; Lot 7 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW ROAD

PID: 010-162-402; Lot 10 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

PID: 011-949-554; Lot 9 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 Portion S1/2 EXC N 20 FT, NOW ROAD

PID: 013-823-892; Lot 5 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

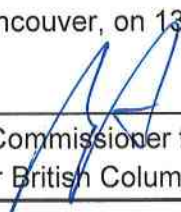
PID: 013-823-914; Lot 8 Block 1 Plan VAP2440 Part1 S District  
Lot THSL Section46 Land District 36 EXC N 20 FT, NOW  
LANE

PID: 013-823-931; Lot 13 Block 1 Plan VAP2440 Part1 S District  
Lot THSLSection 46 Land District 36 EXC N 20 FT, NOW  
LANE

PID: 013-823-906; Lot 6 Block 1 Plan VAP2440 Part1 S District  
Lot THSL Section46 Land District 36 EXC N 20 FT, NOW  
LANE

PID: 013-823-922; Lot 12 Block 1 Plan VAP2440 Part1 S District  
Lot THSLSection 46 Land District 36 EXC N 20 FT, NOW  
LANE

This is **Exhibit "D"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.



---

A Commissioner for Taking Affidavits  
For British Columbia



**BENEFICIAL MORTGAGE AND AUTHORIZATION**

THIS AGREEMENT dated for reference April 7, 2022.

BY:

**AC Nanaimo Investment Limited Partnership**, a limited partnership formed under the laws of the province of British Columbia and having its registered address at 2800 - 650 Georgia St W, Vancouver, BC V6B 4N7

(the "Beneficial Owner")

AND:

**AC Nanaimo Nominee Ltd.**, a limited partnership formed under the laws of the province of British Columbia and having its registered address at 2800 - 650 Georgia St W, Vancouver, BC V6B 4N7

(the "Nominee")

IN FAVOUR OF:

**Xintai Liu**, an individual with an address at 4351 Erwin Dr. West Vancouver, BC V7V 1H7

**Ying Liang**, an individual with an address at 2228 Kings Avenue, West Vancouver, BC V7V 2C2

**Chenming Li**, an individual with an address at 2228 172 St. Surrey, BC V3Z 9Z5

(together, the "Lenders")

**WHEREAS:**

- A. The Nominee is the registered and legal owner of the Lands and pursuant to the Declaration of Trust holds the Lands as nominee, agent and bare trustee for and on behalf of the Beneficial Owner;
- B. The Beneficial Owner, the Nominee, and others (together, the "Borrowers") have applied to the Lenders for the Loan Facility on the terms and conditions set out in the Loan Agreement;
- C. The Beneficial Owner is the sole beneficial owner of the Lands and, as such, has agreed to confirm that the Nominee is authorized and empowered to charge the Lands and the Collateral as security for the Loan Facility;

- D. As an inducement to the Lenders to make the Loan Facility to the Borrowers and to advance funds thereunder, the Beneficial Owner deems it advisable and necessary and in the best interests of the Beneficial Owner to make and deliver this Agreement; and
- E. The foregoing recitals are made as representations and statements of fact by the Beneficial Owner and the Nominee and not by the Lenders.

NOW THEREFORE, in consideration of the premises and of the advance of the Loan Facility or any part thereof by the Lenders to the Beneficial Owner and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) the parties covenant and agree as follows:

## ARTICLE 1 - DEFINITIONS

### 1.1 Definitions

In this Agreement capitalized terms not otherwise defined herein have the same meaning set forth in the Loan Agreement and the following terms mean as follows:

- (a) **“Agreement”** means this Agreement as amended and supplemented and in effect from time to time;
- (b) **“Collateral”** means all present and future personal property of the Beneficial Owner located on or related in any way to, or used or acquired for or in connection with or derived from the acquisition, ownership, development, renovation, leasing or operation of the Lands or any part thereof, and all substitutions and replacements therefor and proceeds thereof and therefrom including, without limitation, all accounts, chattel paper, documents of title, equipment, fixtures, goods, instruments, intangibles, inventory, money and investment property (as each such term is defined in the *Personal Property Security Act (British Columbia)*) with respect thereto;
- (c) **“Declaration of Trust”** means the amended and restated declaration of bare trust and agency agreement dated on or about March 16, 2022 made between the Nominee as nominee, agent and bare trustee and the Beneficial Owner as beneficiary, as amended from time to time, with respect to the Lands;
- (d) **“General Security Agreement”** means the general security agreement granted by, amongst others, the Beneficial Owner and the Nominee in favour of the Lenders charging the Collateral;
- (e) **“Lands”** means the lands and premises legally described in Schedule A attached hereto;
- (f) **“Lenders”** mean Xingtai Liu, Ying Liang, and Chenming Li, and any other party that becomes a lender pursuant to the Loan Agreement and their respective successors and assigns;

- (g) **"Loan Agreement"** means the loan agreement dated April 1, 2022 between the Lenders, the Beneficial Owner, the Nominee, and the other borrowers and guarantors thereunder with respect to the Loan Facility, as the same may from time to time be supplemented, amended, restated or replaced and in effect;
- (h) **"Loan Facility"** means the loan facility to be made by the Lenders to the Beneficial Owner pursuant to the Loan Agreement;
- (i) **"Loan Indebtedness"** means any and all indebtedness, liabilities and obligations from time to time of the Beneficial Owner to the Lenders arising out of, in connection with or in any way relating to the Loan Facility, the Loan Agreement or any of the Security Documents;
- (j) **"Mortgage"** means the mortgage granted by the Nominee in favour of the Lenders and creating a second mortgage of the Lands and an assignment of the rents therefrom; and
- (k) **"Security Documents"** means the Mortgage, the General Security Agreement and any other agreement, instrument, security or other obligation which the Lenders may require or consider necessary heretofore, now or hereafter created and issued, granted or made by the Beneficial Owner or any other person in favour of the Lenders in connection with the Lands, the Collateral, the Loan Agreement or the Loan Facility, as the same may from time to time be supplemented or amended and in effect.

## ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties

The Beneficial Owner makes the following representations and warranties to the Lenders:

- (a) the Nominee has full power and authority to transact the business of the Beneficial Owner with respect to the Lands and the Collateral including the operation, development, subdivision, maintenance and leasing thereof of the Lands;
- (b) the Nominee has full power and authority to hold the Lands and the Collateral in trust for the Beneficial Owner and to mortgage the Lands and the rents and leases with respect thereto and charge and grant a security interest in the Collateral to secure the Loan Indebtedness;
- (c) the Beneficial Owner has full power and authority to borrow the Loan Facility, to execute and deliver, and to perform its obligations under, each of the Loan Agreement, the Security Documents, and to grant the security interests hereby created, each and every lease of the Lands or part thereof;
- (d) the Beneficial Owner has full power and authority to authorize and direct the Nominee to enter into the Loan Agreement and each of the Security Documents;

- (e) pursuant to the Declaration of Trust, the Nominee holds title to the Lands as a nominee, agent and bare trustee in trust for and on behalf of the Beneficial Owner;
- (f) the Declaration of Trust has not been amended, replaced or terminated and remains in full force and effect and constitutes the entire agreement with respect to the ownership of the Lands;
- (g) the Beneficial Owner is the sole beneficial owner of the Lands and the Collateral and neither the Nominee nor the Beneficial Owner has sold, transferred, assigned, mortgaged, pledged, hypothecated, leased or otherwise disposed of the whole or any part of its right, title and interest therein except in favour of the Lenders pursuant to the Security Documents except in connection with Mortgage CA8849501 and Assignment of Rents CA8849502; and
- (h) there are no environmental risks or liabilities with respect to the Lands known to the Beneficial Owner which have not been disclosed in writing prior to the date hereof to the Lenders.

### **ARTICLE 3 - POSTPONEMENT AND ASSIGNMENT**

#### **3.1 Postponement of Indebtedness**

The Beneficial Owner hereby postpones the payment of all indebtedness and liability, present or future, of the Nominee to the Beneficial Owner to the prior payment and satisfaction in full of all indebtedness and liability of the Nominee and the Beneficial Owner to the Lenders, including the Loan Indebtedness, and, in particular, without limiting the generality of the foregoing, the Beneficial Owner waives, in favour of the Lenders, any right of offset as against the Nominee. Until the payment of all such indebtedness and liability to the Lenders, the Beneficial Owner further covenants and agrees with the Lenders that, unless otherwise consented to in writing by the Lenders, any funds received by the Beneficial Owner in contravention of this Agreement shall be held and shall be deemed to be held by the Beneficial Owner in trust for the Lenders and shall be paid over to the Lenders forthwith upon demand.

#### **3.2 Postponement of Interest**

The Beneficial Owner covenants and agrees with the Lenders that any and all interest that it has or may acquire in the Lands and the Collateral shall at all times be postponed, subordinated and subject to the interest of the Lenders in the Lands and the Collateral and to the Security Documents and shall be subordinate to any indebtedness of the Beneficial Owner to the Lenders.

### **ARTICLE 4 - AUTHORIZATION OF NOMINEE AND GRANT OF EQUITABLE CHARGE AND SECURITY INTEREST**

#### **4.1 Authorization of Nominee**

The Beneficial Owner hereby irrevocably consents to and authorizes, directs and empowers the Nominee as bare trustee and nominee for and on behalf of the Beneficial Owner, to:

- (a) execute and deliver the Loan Agreement and to execute and deliver to the Lenders, as security for the payment of the Loan Indebtedness, each of the Security Documents to which the Nominee is a party and to perform and observe each of its obligations and covenants thereunder;
- (b) assign, grant, mortgage, pledge, charge and grant a security interest in and to and in favour of the Lenders of all the legal and beneficial estate, right, title, interest and claim of the Nominee and the Beneficial Owner in and to the Lands and the Collateral as security for payment of the Loan Indebtedness on and subject to the terms and conditions of the Security Documents; and
- (c) transact the business of the Beneficial Owner with respect to the Lands.

#### **4.2 Charge**

As security for the due and punctual payment and performance of the Loan Indebtedness to the Lenders, the Beneficial Owner hereby:

- (a) declares and confirms that upon execution by the Nominee, each of the Security Documents to which the Nominee is a party will be effective to assign, grant, mortgage, pledge, charge and grant a security interest with respect to the Nominee's right, title and interest in and to the Lands and the Collateral as nominee, agent and bare trustee and the right, title and interest of the Beneficial Owner therein as the beneficial owner thereof; and
- (b) for greater certainty and in addition to the charges created by the creation, issuance, execution and delivery by the Nominee of the Security Documents, assigns, grants, mortgages, pledges and charges and grants a security interest in and to and in favour of the Lenders, its successors and assigns forever, all of the beneficial estate, right, title, interest and claim of the Beneficial Owner in and to the Lands and the Collateral on and subject to the same terms and conditions as the Security Documents.

#### **4.3 Covenant**

The Beneficial Owner unconditionally, absolutely and irrevocably, covenants and agrees to make to the Lenders the full and punctual payment when due, whether at stated maturity, by reason of acceleration or demand or otherwise, of any and all of the Loan Indebtedness. In addition, the Beneficial Owner agrees to be jointly and severally liable with the Nominee for all obligations, covenants, representations and indemnities of the Nominee in the Loan Agreement and the Security Documents as if it executed same itself.

#### **4.4 Attachment**

The Beneficial Owner acknowledges and agrees that the security interests hereby created attach upon the execution of this Agreement (or in the case of any after-acquired property, upon the date of acquisition thereof), that value has been given, and that the Beneficial Owner has, or in the case of after-acquired property will have, rights in the Collateral.

#### **4.5 No Amendment**

The Beneficial Owner covenants and agrees with the Lenders that unless it has obtained the prior written consent of the Lenders, such consent not to be unreasonably withheld, it will not:

- (a) amend, replace or terminate the Declaration of Trust;
- (b) sell, transfer, assign, mortgage or otherwise dispose of any shares of the Nominee or the whole or any part of its right, title and interest in and to the Lands or the Collateral;
- (c) authorize or permit the Nominee to issue any additional shares in the capital stock of the Nominee to any person not a shareholder thereof as of the date of this Agreement; or
- (d) permit any change in control or ownership of the shares of the Nominee.

#### **4.6 No Inquiry**

The Beneficial Owner agrees that the Lenders is not obliged at any time to inquire into the power exercised by the Nominee from time to time or to confirm any such exercise of power with the Beneficial Owner in any matter arising with respect to the Lands, the Collateral or the Loan Facility.

### **ARTICLE 5 - ENFORCEMENT**

#### **5.1 Enforcement**

At any time after the occurrence of an event of default under any of the Security Documents the Lenders at its option may proceed to enforce and realize upon all or any part of the security constituted hereby or all or any part of the Lands and the Collateral and may exercise any or all of the rights and remedies contained in the Security Documents or otherwise permitted by law or in equity, as it may deem expedient. The Lenders, at their sole and uncontrolled discretion, may enforce this Agreement against any party hereto without being obliged to enforce this Agreement against any other party hereto.

### **ARTICLE 6 - MISCELLANEOUS**

#### **6.1 Failure or Indulgence Not Waiver**

No failure or delay on the part of the Lenders in the exercise of any power, privilege or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, privilege or right preclude any other or further exercise of any such power, privilege or right. Each power, privilege and right hereunder is cumulative with, and not exclusive of, any power, privilege or right otherwise available.

## **6.2 Modification of Agreement**

No alteration, modification or waiver of this Agreement or any condition, covenant, provision or term contained herein shall be binding on the Lenders unless made in writing and signed by the Lenders.

## **6.3 Entire Agreement**

Upon the execution and delivery by a party of this Agreement, this Agreement shall be deemed to be finally executed and delivered by such party to the Lenders as of the date hereof and shall not be subject to or affected by any condition as to the receipt by the Lenders of any other security for any of the Loan Indebtedness or as to the execution and delivery by any other party or other person to the Lenders of any agreement, guarantee or other instrument, including this Agreement, or by any promise or condition affecting or limiting the liability of the party except as set forth herein and no agreement, promise, representation or statement on the part of the Lenders or any officer, employee or agent thereof unless contained herein forms any part of this Agreement or has induced the making hereof or shall be deemed to affect the liability of any party hereunder.

## **6.4 Severability**

If any provision of this Agreement or any part thereof shall be found or determined to be invalid, illegal or unenforceable, such provision or such part thereof shall be severable from this Agreement and the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.

## **6.5 Effect**

The provisions of this Agreement shall be in addition to and not in substitution for the provisions of the Security Documents or any other security or evidence of liability held by the Lenders, all of which shall be construed as complementary to each other. Nothing contained herein shall prevent the Lenders from enforcing any guarantee of the Loan Indebtedness or any of the Security Documents, or other security or evidence of liability in accordance with its terms.

## **6.6 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the Lenders, the Beneficial Owner and their respective heirs, executors, administrators, successors (whether by amalgamation or otherwise) and assigns.

## **6.7 Joint and Several**

If this Agreement is executed by more than one person as Beneficial Owner then each covenant of the Beneficial Owner hereunder shall be deemed for all purposes to be a covenant of the persons who comprise the Beneficial Owner and each of them, and the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Beneficial Owner shall include each and every such person severally and all covenants and



agreements herein contained on the part of the Beneficial Owner shall be deemed to be the joint and several covenants of each such person respectively.

#### **6.8 Notices**

Any notice or other communication required or permitted hereunder shall be made in accordance with the Loan Agreement.

#### **6.9 Applicable Law**

This Agreement and the rights and obligations of the parties shall be governed by and be construed and interpreted according to the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

#### **6.10 Interpretation**

For the purposes of this Agreement, all references to the singular shall be construed to include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

#### **6.11 Time of the Essence**

Time is of the essence of this Agreement.

#### **6.12 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **6.13 No Merger**

The taking of judgment on any covenant contained herein shall not operate to create any merger or discharge of any liability, obligation or covenant of the Beneficial Owner hereunder, or under any of the Loan Agreement, the Security Documents or any other securities of any form held or which may be held hereafter by the Lenders from the Beneficial Owner or any guarantor or from any other person or persons whomsoever.

#### **6.14 Joint Venture**

If the Lands, the Collateral or any part thereof is held by the Beneficial Owner as a partner of any partnership or as a joint venturer of any joint venture, the mortgage, pledge, charge and security interest created by Section 4.2 shall be deemed to be a mortgage, pledge and charge of, and a security interest in, the interest of any such partnership or joint venture, as the case may be, in the Lands, the Collateral or such part thereof as well as a mortgage, pledge, charge of, and a security interest in, the interest of the Beneficial Owner in the Lands and the Collateral, and all covenants and agreements herein contained shall be deemed to be joint and several covenants and agreements of any such partnership or joint venture and of the Beneficial Owner.

**6.15 Delivery of Copy/Waiver**

The Beneficial Owner hereby acknowledges receiving a copy of this Agreement and waives all rights to receive from the Lenders a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Agreement.

**[Signature page follows]**

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**THE BENEFICIAL OWNER:**

**AC Nanaimo Investment GP Ltd., as general partner, for and on behalf of AC Nanaimo Investment Limited Partnership**

By its authorized signatory:

Per:  \_\_\_\_\_  
Name:

**THE NOMINEE:**

**AC Nanaimo Nominee Ltd.**  
By its authorized signatory:

Per:  \_\_\_\_\_  
Name:

## SCHEDULE A

### THE LANDS:

2469 East 26<sup>th</sup> Ave, Vancouver BC V5R 1K6

PID: 002-412-543; Lot 11 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT NOW LANE

2425 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6

PID: 004-170-881; Lot 7 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW ROAD

2461 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6

PID: 010-162-402; Lot 10 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

2459 East 26<sup>th</sup> Ave, Vancouver, BC V5R 1K6

PID: 011-949-554; Lot 9 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 Portion S1/2 EXC N 20 FT, NOW ROAD

2415 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6

PID: 013-823-892; Lot 5 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

2441 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6

PID: 013-823-914; Lot 8 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

2483 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6

PID: 013-823-931; Lot 13 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

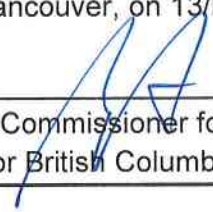
2419 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6

PID: 013-823-906; Lot 6 Block 1 Plan VAP2440 Part1 S District Lot THSL Section 46 Land District 36 EXC N 20 FT, NOW LANE

2475 East 26<sup>th</sup> Avenue, Vancouver, BC V5R 1K6

PID: 013-823-922; Lot 12 Block 1 Plan VAP2440 Part 1 S District Lot THSL Section 46 Land  
District 36 EXC N 20 FT, NOW LANE

This is **Exhibit "E"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.



---

A Commissioner for Taking Affidavits  
For British Columbia

Vanguard Law Group Law Corporation  
950 1140 W. Pender St.  
Vancouver, BC V6E 4G1

**ORDER TO PAY**

File No.: VLG-22-501

Property:

Civic: 2415 East 26th Avenue, Vancouver, BC V5R 1K6, 2419 East 26th Avenue, Vancouver, BC V5R 1K6, 2425 East 26th Avenue, Vancouver, BC V5R 1K6, 2441 East 26th Avenue, Vancouver, BC V5R 1K6, 2459 East 26th Avenue, Vancouver, BC V5R 1K6, 2461 East 26th Avenue, Vancouver, BC V5R 1K6, 2469 East 26th Avenue, Vancouver, BC V5R 1K6, 2475 East 26th Avenue, Vancouver, BC V5R 1K6 and 2483 East 26th Avenue, Vancouver, BC V5R 1K6

The undersigned hereby authorize Vanguard Law Group Law Corporation to disburse proceeds in this matter as follows:

	<u>CREDIT</u>	<u>DEBIT</u>
Proceeds of XINTAI LIU, YING LIANG, CHENMING LI Mortgage	\$6,000,000.00	
Lender and referral fees		\$135,000.00
Land Title Registration of Mortgage		\$79.60
Deposit -March 16, 2022 (\$10,000 - \$15.00-wiring fee)	\$9,985.00	
Payment of Account of Vanguard Law Group Law Corporation		
Fees	\$20,000.00	
Disbursements/Other Charges	\$337.93	
GST and PST	\$2,416.90	
Total Account	\$22,754.83	\$22,754.83
Funds due to Clark Wilson LLP In Trust		\$5,852,150.57
<b>Totals</b>	<b>\$6,009,985.00</b>	<b>\$6,009,985.00</b>

Balance payable to be:

1. picked up by the undersigned at the offices of Vanguard Law Group Law Corporation; or
2. forwarded to the undersigned via mail/courier at:

\_\_\_\_\_ ; or

3. deposited to the account of the undersigned at:

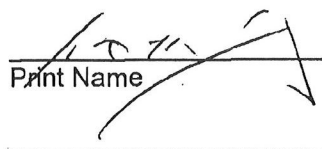
\_\_\_\_\_

Account No.: \_\_\_\_\_

Dated this 7 day of <sup>April</sup>~~March~~, 2022.

AC Nanaimo Investment Limited Partnership  
by its authorized signatory:




A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be "H. H. H." with a large flourish extending from the end.

Print Name

Print Name

E. & O.E.

This is **Exhibit "F"**, referred to in the  
Affidavit of XINTAI LIU  
Affirmed before me at the City of  
Vancouver, on 13/DEC/2023.



---

A Commissioner for Taking Affidavits  
For British Columbia

April 11, 2022

Xintai Liu  
4351 Erwin Drive  
West Vancouver, BC  
V7V 1H7

Ying Liang  
2228 Kings Avenue  
West Vancouver, BC  
V7V 2C3

Chenming Li  
2228 172 Street  
Surrey, BC  
V3Z 9Z5

Vanguard Law Group Law Corporation  
950-1140 West Pender Street  
Vancouver, British Columbia  
V6E 4G1

Dear Sirs/Mesdames:

**Re: Loan (the "Loan") under the loan agreement dated April 1, 2022 (the "Loan Agreement") entered into between AC Nanaimo Investment Limited Partnership (the "Partnership"), AC Nanaimo Nominee Ltd. (the "Nominee"), and AC Nanaimo Investment GP Ltd. (the "General Partner", and together with the Partnership and the Nominee, the "Borrowers"), as borrowers, Align BC Properties Corp. ("Align"), Coromandel Holdings Ltd. ("Coromandel"), Zhong Liang ("Liang"), Jun Chao Mo ("Mo"), and Zhen Yu Zhong ("Zhong") (collectively, the "Guarantors"), as guarantors, and Xintai Liu, Ying Liang and Chenming Li (collectively, the "Lenders"), as lenders**

We have acted as British Columbia counsel for the Borrowers, Coromandel, Mo and Zhong in connection with the captioned transaction. We understand that you are obtaining a separate opinion from counsel to Align and Liang.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

In our capacity as counsel as aforesaid, we have reviewed, are familiar with the Loan Agreement and have attended to the execution of the following documents, each dated on or about the date hereof:

1. \$6,000,000 Form B mortgage and assignment of rents in favour of the Lenders against the lands and premises as described therein (the "**Property**") executed by the Nominee;
2. acknowledgement of receipt of mortgage terms executed by the Nominee;
3. beneficial mortgage and authorization executed by the Nominee and the Partnership;
4. general security agreement executed by the Borrowers and the Guarantors;
5. guarantee executed by Coromandel;
6. guarantee executed by Mo;
7. guarantee executed by Zhong;

8. environmental indemnity agreement executed by the Borrowers and Guarantors;
9. assignments of material contracts executed by each of the Borrowers;
10. assignments of insurance executed by each of the Borrowers; and
11. order to pay executed by the Partnership.

The documents referred to in the above paragraphs (1) to (11) inclusive are herein collectively referred to as the "**Loan Documents**".

#### **ADDITIONAL DOCUMENTS**

In addition to our examination of the Loan Documents, we have also examined and have relied upon the following documents dated on or about the date hereof:

1. certificate of an officer of the Nominee, which certifies among other things, a true copy of the amended and restated declaration of bare trust and nominee agreement dated March 16, 2022 (the "**Trust Declaration**"), and certain resolutions of the directors of the Nominee;
2. certificate of an officer of the General Partner, which certifies among other things, a true copy of the limited partnership agreement of the Partnership (the "**Partnership Agreement**"), and certain resolutions of the directors of the General Partner acting on its own behalf and on behalf of the Partnership;
3. the corporate records of each of the Borrowers and Coromandel;
4. certificate of good standing dated April 11, 2022 issued by the Registrar of Companies for the Province of British Columbia with respect to the General Partner (the "**GP CGS**");
5. certificate of good standing dated April 11, 2022 issued by the Registrar of Companies for the Province of British Columbia with respect to the Nominee (the "**Nominee CGS**");
6. a letter under seal dated April 1, 2022 issued by the Registrar of Companies for the Province of British Columbia with respect to the Partnership (the "**Letter Under Seal**"); and
7. certificate of good standing dated April 11, 2022 issued by the Registrar of Companies for the Province of British Columbia with respect to Coromandel (collectively with the GP CGS and the Nominee CGS, the "**Certificates of Good Standing**");
8. such other statutes, public records, corporate records, certificates and other documents, searches and examinations that we have considered necessary in order to give the opinion hereinafter expressed.

#### **SCOPE OF INQUIRY**

In addition to the foregoing documents, we have reviewed and relied upon originals or satisfactory copies of such resolutions, records, certificates and other documents and have conducted such searches and investigations as we have considered necessary or appropriate in order to enable us to render the opinions expressed below.

## ASSUMPTIONS AND RELIANCE

For the purposes of this opinion letter, we have, with your concurrence, and without independent investigation, assumed the following:

- (a) except in respect of the Loan Documents executed by the Borrowers, Coromandel, Mo and/or Zhong, the genuineness of all signatures on the documents reviewed by us;
- (b) except in respect of the Loan Documents, the authenticity of any documents purporting to be originals;
- (a) the conformity to original documents of all documents reviewed by us as true, certified, conformed or photostatic copies (including facsimiles);
- (b) the identity, capacity and authority of any person acting or purporting to act as a public official or as an officer or representative of a corporation;
- (c) the accuracy and completeness of any information provided by us by any office of public record; and
- (d) the Certificates of Good Standing and the Letter Under Seal remain true and correct as if issued the date hereof.

Insofar as the opinion relates to factual matters not within our knowledge, we have relied upon the Officer's Certificate of each of the Borrowers.

For the purpose of the opinion given in paragraph 1.1, we have relied solely upon the Certificates of Good Standing.

For the purpose of the opinion given in paragraphs 1.2, we have relied solely upon the Letter Under Seal.

Based and relying upon the foregoing we are of the opinion that:

### **1. Corporate Existence**

- 1.1. Each of the General Partner, the Nominee and Coromandel has been incorporated and is a valid and existing company under the laws of the Province of British Columbia and, according to the records of the Office of the Registrar of Companies for British Columbia, is in good standing with respect to the filing of annual reports under the *Business Corporations Act* (British Columbia).
- 1.2. The Partnership is a duly formed limited partnership under the laws of British Columbia and has not been cancelled and the Partnership remains on the register maintained by the Registrar of Companies.

## 2. Corporate Power and Capacity

- 2.1. The Nominee has and at all relevant times has had the corporate power and capacity to:
- (a) own its property and assets, including holding legal title to real and personal property as nominee, agent and bare trustee for the Partnership as set out in the Trust Declaration;
  - (b) to carry on its business as presently conducted and contemplated by it, to borrow money and grant security therefor, and to execute and deliver the Loan Agreement and each of the Loan Documents to which it is a party, and to observe and perform its covenants and obligations thereunder.
- 2.2. The General Partner has and at all relevant times has had the corporate power and capacity to:
- (a) own its property and assets;
  - (b) enter into and observe and perform its obligations under the Partnership Agreement and, in particular, to act as the general partner of the Partnership;
  - (c) conduct its business as presently conducted and contemplated by it, and as general partner, conduct the business of the Partnership as presently conducted and contemplated by it;
  - (d) to borrow money and grant security therefor, and to execute the deliver the Loan Agreement and each of the Loan Documents to which it is a party, and to observe and perform its covenants and obligations thereunder;
  - (e) in its capacity as general partner of the Partnership, to borrow money and to grant security therefor on behalf of the Partnership, to execute and deliver the Loan Agreement and each of the Loan Documents to which the Partnership is a party, and to observe and perform the Partnership covenants and obligations thereunder.
- 2.3. Coromandel has and at all relevant times has had the corporate power and capacity to:
- (a) own its property and assets; and
  - (b) to carry on its business as presently conducted and contemplated by it, to borrow money and grant security therefor, and to execute and deliver the Loan Agreement and each of the Loan Documents to which it is a party, and to observe and perform its covenants and obligations thereunder
- 2.4. The Partnership has and at all relevant times has had the power and capacity to:
- (a) own its property and assets, in particular beneficial title to real and personal property as set out in the Trust Declaration;

- (b) to carry on its business as presently conducted and contemplated by it, to borrow money and grant security therefor, and to execute and deliver the Loan Agreement and each of the Loan Documents to which it is a party, and to observe and perform its covenants and obligations thereunder.

### 3. **Authorization, Execution and Delivery**

- 3.1. All necessary corporate steps and proceedings have been taken by or on behalf of the General Partner and all necessary action has been taken under the Partnership Agreement to authorize the execution and delivery by the General Partner, in its own capacity and in its capacity as general partner of the Partnership, of the Loan Agreement and each of the Loan Documents to which the General Partner and/or the Partnership is a party.
- 3.2. Each of the Loan Agreement and Loan Documents to which the General Partner and/or the Partnership is a party, has been duly executed and delivered by the General Partner, in its own capacity and in its capacity as general partner of Partnership.
- 3.3. All necessary corporate steps and proceedings have been taken by each of the Nominee and Coromandel, to authorize the execution and delivery by each of Nominee and Coromandel of each of the Loan Agreement and the Loan Documents to which the Nominee and/or Coromandel is a party.
- 3.4. Each of the Borrowers, Coromandel, Mo and Zhong has duly executed and delivered each of the Loan Agreement and Loan Documents to which it is a party.

### 4. **No Conflict**

4.1 None of the authorization, execution or delivery of the Loan Agreement and the Loan Documents conflicts with or constitutes a breach of the constating documents of that party or any shareholders', unitholders' or directors' resolutions of that party.

### QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

- (a) the opinions hereinafter expressed are limited to the laws of the Province of British Columbia and the federal laws of Canada applicable therein and are given as of the date hereof and we undertake no responsibility to advise you of any change in any laws or facts which may hereafter occur and which may affect the opinions;
- (b) this opinion is effective as of the date first above written and is limited to the matters expressly stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein; and
- (c) this opinion letter is being provided solely for the benefit of the addressees named above in connection with the transaction described herein. Without our prior written consent, this opinion letter may not be relied upon by any other person or entity or used for any other purpose, nor may this opinion letter be quoted in whole or in part or otherwise referred to, provided that, subject to the foregoing limitations, this opinion

letter may be relied on by any person who becomes an assignee of the lender after the date hereof.

Yours very truly,

*Clark Wilson LLP*