



FORM 109 (RULE 22-2 (2) AND (7))

This is the 1st Affidavit
of Kim MacDonald in this case
and was made on June 4, 2026

No. KAM-S-S63874
Kamloops Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEAK DEVELOPMENTS CORP.

Petitioner

AND:

G&T ROOFING LTD.

Respondent

AFFIDAVIT

I, KIM MACDONALD, legal assistant, of 2900 – 733 Seymour Street, Vancouver, B.C.,
AFFIRM THAT:

1. I am a legal assistant of Owen Bird Law Corporation, solicitors for the petitioner, and as such have personal knowledge of the matters hereinafter deposed to, save and except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. Attached hereto and marked as Exhibit "A" is a Receivership Order made in BCSC Action No. S253365, Vancouver Registry, in which the court appointed D. Manning & Associates Inc. as receiver and manager of all of the assets, undertakings and proceeds of Peak Developments Corp., made May 6, 2026.
3. Attached hereto and marked as Exhibit "B" is a true copy of a State of Title Certificate of the subject lands, dated May 25, 2026.
4. Attached hereto and marked as Exhibit "C" is a true copy of the subject Lien, filed on October 4, 2024.
5. Attached hereto and marked as Exhibit "D" is a true copy of a Court Order, entered January 16, 2025.

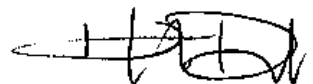
6. Attached hereto and marked as Exhibit "E" is a true copy of a Requisition, filed January 22, 2025.

7. Attached hereto and marked as Exhibit "F" is a true copy of a BC Company Search for G&T Roofing Ltd., dated May 28, 2026.

AFFIRMED BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 4 day of June, 2026.)



_____)
A Commissioner for taking Affidavits for)
British Columbia)



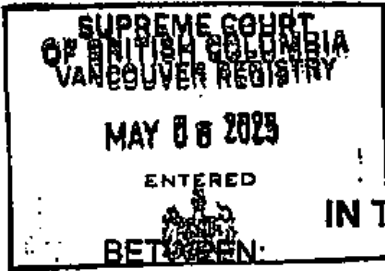
_____)
Kim MacDonald)

JONATHAN L. WILLIAMS
Barrister & Solicitor
P.O. Box 1
2900-733 SEYMOUR STREET
VANCOUVER, B.C. V6B 0S6
(604) 691-7562

This is Exhibit "A" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C. this 4 day of June, 2026.

A handwritten signature in black ink, appearing to be the initials 'M.' followed by a long, sweeping flourish.

A Commissioner for taking Affidavits within British Columbia



No. S253365
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**PEOPLES TRUST COMPANY/COMPAGNIE DE FIDUCIE
PEOPLES**

Petitioner

AND:

**PEAK DEVELOPMENTS CORP., PEAK DEVELOPMENTS LIMITED
PARTNERSHIP, WESTCASTLE HOLDINGS LTD., WESTCASTLE LAND
DEVELOPMENTS CORP., BOULEVARD CONSTRUCTION
CORPORATION, RIVERVIEW CUSTOM HOMES LTD., PHIL SALGADO,
also known as PHILIP SALGADO, CHRIS YORK, also known as
CHRISTOPHER YORK, MACKAY CONTRACTING LTD., KULKON
CONSTRUCTION CORP., 1111053 B.C. LTD. DOING BUSINESS AS JJ
MECHANICAL, GAUER POWER LTD., IKA BUILDERS INC., 689048
ALBERTA LIMITED, STEVEN DOUGLAS HOWG, also known as STEVEN
DOUGLAS HOWG doing business as STP PAINTING, JOHN DOE AND ALL
TENANTS OR OCCUPIERS OF THE SUBJECT LANDS AND PREMISES**

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF PEAK DEVELOPMENTS CORP. and
PEAK DEVELOPMENTS LIMITED PARTNERSHIP**

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

MR. JUSTICE MILMAN

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TUESDAY, THE 6TH DAY OF MAY, 2025

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing D. MANNING & ASSOCIATES INC. as RECEIVER AND MANAGER (in such capacity, the "Receiver") without security, of all of the assets, undertakings and property of PEAK DEVELOPMENTS CORP. and PEAK DEVELOPMENTS LIMITED PARTNERSHIP (collectively, the "Debtor") acquired for, or used in relation to a business carried on by the Debtor in constructing residential and commercial strata lots located at 500 – 302nd Avenue, Kimberley, British Columbia, legally described as, City of Kimberley, Parcel Identifier 031-836-780, Lot 1, District Lot 2378, Kootenay District, Plan EPP124173 (the "Lands"), coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Paul DeLuca, sworn May 5, 2025 and the Affidavit #1 of Kim MacDonald, sworn May 1, 2025 and the pleadings filed herein and the consent of D. MANNING & ASSOCIATES INC. to act as the Receiver; AND ON HEARING Jonathan L. Williams, Counsel for PEOPLES TRUST COMPANY and other counsel as listed on Schedule "B" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, D. MANNING & ASSOCIATES INC. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, acquired for or used in relation to a business carried on by the Debtor in constructing a residential development at and on the Lands including all proceeds (the "Property").

RECEIVER'S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all rents, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to take those steps the Receiver considers necessary for the construction or completion of the construction of any buildings or improvements on the lands included in the Property, to make any existing buildings or improvements on the Property continually habitable, but without liability to the Receiver for permissive or voluntary waste.

- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order, including, without limitation, Speculation and Vacancy Tax Declarations in respect of the Debtor and the Property;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (k) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any Licensed Insolvency Trustee appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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- (r) to receive further advances of the Petitioner's loan to the Debtor, up to ~~\$3,000,000~~ (which amount may be further increased by either by the agreement of the parties hereto or further Order of this Court) for the purpose of carrying on its duties pursuant hereto which advances will be in full priority to all Respondents and all Claims of Builders' Lien, pursuant to s. 32(5) of the *Builders' Lien Act* S.B.C. 1997 c.45.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "Persons" and each a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "Records") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner

of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

11. Any person who has provided policies of insurance or indemnities (including, without limitation, New Home Warranty) at the request of the Receiver shall be required to continue or renew such policy of insurance or indemnity following the date of this Order provided that the Receiver make payment of the premium (on the usual commercial terms) as if this proceeding had not been commenced.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, rental income from all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post- Receivership Accounts") and the monies standing to the credit of such Post- Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any

employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "Receiver's Charge") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands:
 - (a) Against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel in respect of carrying out any of the foregoing activities (and such amounts shall constitute advances against its remuneration and disbursements when as approved by this Court;
 - (b) In payment of any charges for taxes, utilities, or insurance premiums with relate to any of the Property;
 - (c) In repayment of the Receiver's interim advances from the Petitioner pursuant to the Petitioner's loan to the Debtor;
 - (d) In reduction of the amount owing under the Petitioner's mortgage and subsequent to payment thereof to the Respondent mortgagees, as per their respective priorities, in reduction of the amounts owing thereunder.

SERVICE AND NOTICE OF MATERIALS

23. The Receiver shall establish and maintain a website in respect of these proceedings at: www.manning-trustee.com (the "Website") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
24. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "A" (the "Demand for Notice"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
25. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "Service List"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
26. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
27. Notwithstanding paragraph 26 of this Order, or the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
28. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

29. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other

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party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

- 30. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 31. Nothing in this Order shall prevent the Receiver from acting as a Licensed Insolvency Trustee of the Debtor.
- 32. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 33. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 34. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 35. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

Signature of Jonathan L. Williams
lawyer for Petitioner

BY THE COURT

Milman, J.

REGISTRAR

Schedule "A"

Demand for Notice

TO: [Name of Applicant]
c/o [Name of Counsel to the Applicant]
Attention:
Email:

AND TO: D. MANNING & ASSOCIATES INC.

Attention:
Email:

Re: In the matter of the Receivership of PEAK DEVELOPMENTS CORP.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

- 1. By email, at the following address (or addresses):

OR

- 2. By facsimile, at the following facsimile number (or numbers):

OR

- 3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number:

Schedule "B"

| Name | Counsel Appearing | Party |
|----------------|-------------------|--|
| Robin Gurafsky | | Peak Developments Corp. Peak Developments Ltd. Westcastle Holdings Ltd. Westcastle Land Developments Corp. Boulevard Construction Corporation Riverview Custom Homes Ltd. Philip Salgado Christopher York |
| Berga Moen | | 689048 Alberta Limited |

This is Exhibit "B" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C. this 4 day of June, 2026.



A Commissioner for taking Affidavits within British Columbia

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LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR5222114

File Reference: 23024-0139

OWEN BIRD LAW CORPORATION
2900 - 733 SEYMOUR STREET
PO BOX 1
VANCOUVER BC V6B 0S6

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 343974).

I certify this to be an accurate reproduction of title number **CB379497** at 11:24 this 25th day of May, 2026.



Registrar of Land Titles



| | |
|---------------------------------------|--|
| Land Title District | NELSON |
| Land Title Office | NELSON |
| Title Number | CB379497 |
| From Title Number | CB299483 |
| Application Received | 2022-12-09 |
| Application Entered | 2022-12-13 |
| Registered Owner in Fee Simple | |
| Registered Owner/Mailing Address: | PEAK DEVELOPMENTS CORP., INC.NO. A0125564 4500 5 ST NE #6 CALGARY, AB T2E 7C3 |
| Taxation Authority | Kimberley, City of |
| Description of Land | |
| Parcel Identifier: | 031-836-780 |
| Legal Description: | LOT 1 DISTRICT LOT 2378 KOOTENAY DISTRICT PLAN EPP124173 |

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LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR5222114

Legal Notations

NONE

Charges, Liens and Interests

Nature: RESERVATION
Registration Number: 13234D
Registration Date and Time: 1925-10-27 10:00
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks: INTER ALIA
SEE 19676I
PART FORMERLY PARCEL A (KR164194) BLOCK 57 PLAN 733A

Nature: RESERVATION
Registration Number: Q21316
Registration Date and Time: 1981-07-31 09:27
Registered Owner: COMINCO LTD.
Remarks: INTER ALIA
SEE Q21314
PART FORMERLY PARCEL A (KR164194) BLOCK 57 PLAN 733A

Nature: UNDERSURFACE AND OTHER EXC & RES
Registration Number: CA9502905
Registration Date and Time: 2021-11-12 14:02
Registered Owner: THE CROWN IN THE RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
PURSUANT TO SECTION 50 LAND ACT (SEE CA9502903) AND SECTION 35, COMMUNITY CHARTER
RIGHT OF RESUMPTION CANCELLED, SEE CA9502906
PART FORMERLY THAT PART OF DISTRICT LOT 2378
KOOTENAY DISTRICT SHOWN ON PLAN EPP102556

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB298295
Registration Date and Time: 2022-10-24 15:11
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB298296
Registration Date and Time: 2022-10-24 15:11
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. BC1101218
Remarks: INTER ALIA



LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR5222114

Nature: MORTGAGE
Registration Number: CB383780
Registration Date and Time: 2022-12-12 16:59
Registered Owner: PEOPLES TRUST COMPANY / COMPAGNIE DE FIDUCIE
PEOPLES
INCORPORATION NO. A0033943

Nature: ASSIGNMENT OF RENTS
Registration Number: CB383781
Registration Date and Time: 2022-12-12 16:59
Registered Owner: PEOPLES TRUST COMPANY / COMPAGNIE DE FIDUCIE
PEOPLES
INCORPORATION NO. A0033943

Nature: COVENANT
Registration Number: CB668121
Registration Date and Time: 2023-06-05 13:46
Registered Owner: BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Nature: PRIORITY AGREEMENT
Registration Number: CB668122
Registration Date and Time: 2023-06-05 13:46
Remarks: GRANTING CB668121 PRIORITY OVER CB383780 AND
CB383781

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1826406
Registration Date and Time: 2025-01-20 12:55
Registered Owner: MACKAY CONTRACTING LTD.
INCORPORATION NO. 0293566

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1876435
Registration Date and Time: 2025-02-14 16:28
Registered Owner: KULKON CONSTRUCTION CORP.

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1921687
Registration Date and Time: 2025-03-12 16:07
Registered Owner: 1111053 B.C. LTD. DOING BUSINESS AS JJ MECHANICAL
INCORPORATION NO. BC1111053

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1927469
Registration Date and Time: 2025-03-14 15:40
Registered Owner: RIVERVIEW CUSTOM HOMES LTD.
INCORPORATION NO. A0118490

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LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR5222114

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB12546
Registration Date and Time: 2025-03-18 15:22
Registered Owner: IKA BUILDERS INC.
INCORPORATION NO. 2022008656

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1939465
Registration Date and Time: 2025-03-21 11:45
Registered Owner: WESTCASTLE HOLDINGS LTD.
INCORPORATION NO. A0060926

Nature: CLAIM OF BUILDERS LIEN
Registration Number: CB1944843
Registration Date and Time: 2025-03-25 16:32
Registered Owner: 689048 ALBERTA LIMITED

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB13198
Registration Date and Time: 2025-04-09 12:44
Registered Owner: STEVEN DOUGLAS HOWG

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2045728
Registration Date and Time: 2025-05-15 13:52
Registered Owner: KULKON CONSTRUCTION CORP.
INCORPORATION NO. BC1222669
Remarks: INTER ALIA

Nature: CLAIM OF BUILDERS LIEN
Registration Number: HB14261
Registration Date and Time: 2025-05-27 15:48
Registered Owner: SOUTH-WAY EQUIPMENT RENTAL LTD.

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2066336
Registration Date and Time: 2025-05-28 13:03
Registered Owner: 1111053 B.C. LTD. DBA JJ MECHANICAL
INCORPORATION NO. BC1111053

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2353343
Registration Date and Time: 2025-09-22 11:06
Registered Owner: PEOPLES TRUST COMPANY/COMPAGNIE DE FIDUCIE PEOPLES

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LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR5222114

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2625684
Registration Date and Time: 2026-02-17 10:43
Registered Owner: IKA BUILDERS INC.
INCORPORATION NO. A0136756

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB2679437
Registration Date and Time: 2026-03-16 15:17
Registered Owner: IKA BUILDERS INC.

Duplicate Indefeasible Title NONE OUTSTANDING

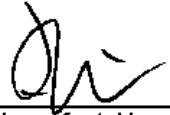
Transfers NONE

Pending Applications NONE

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

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This is Exhibit "C" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C. this 4 day of June, 2026.



A Commissioner for taking Affidavits within British Columbia



Builders Lien Act
Claim of Lien
Province of British Columbia

KAMLOOPS LAND TITLE OFFICE
OCT 04 2024 11:12:47.001
CB1635945

Application

Document Fees: \$0.00

Jamie Lalonde
Lalonde Law
828D Baker Street
Cranbrook BC V1C 1A2
(778) 517-5333

I, **David Lysohirka of 208 6th Avenue South, Cranbrook BC V1C 2H6**, state that:

- G&T Roofing Ltd., Inc No BC1423362** of **208 6th Avenue South, Cranbrook BC V1C 2H6** claims a lien against the following land:

| PID/Plan Number | Legal Description |
|-----------------|--|
| 031-836-780 | LOT 1 DISTRICT LOT 2378 KOOTENAY DISTRICT PLAN EPP124173 |

- A general description of the work done or material supplied, or to be done or supplied, or both, is as follows:
Roof installation
- The person who engaged the lien claimant, or to whom the lien claimant supplied material, and who is or will become indebted to the lien claimant is:
KulKon Construction Corp.
- The sum of **\$41,791.48** is or will become due and owing to **G&T Roofing Ltd.** on **2024-09-22**
- The lien claimant's address for service is:
208 6th Avenue South, Cranbrook BC V1C 2H6

Signature
X

Date (YYYY-MM-DD)
2024-10-04

Note: Section 45 of the *Builders Lien Act* provides as follows:
45 (1) A person who knowingly files or causes an agent to file claim of lien containing a false statement commits an offence.
(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

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*, R59C 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.

Jamie Lalonde
AVIQRU

Digitally signed by
Jamie Lalonde AVIQRU
Date: 2024-10-04
10:00:52 -07:00

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This is Exhibit "D" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C. this 4 day of June, 2026.



A Commissioner for taking Affidavits within British Columbia

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No. KAM-S-S-63874
KAMLOOPS Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEAK DEVELOPMENTS CORP.

PETITIONER

AND:

G&T ROOFING LTD.

RESPONDENT

ORDER MADE AFTER APPLICATION

FORM 35 (RULES 8-4(1), 13-1(3) AND 17-1(2))

[AM BC REG. 58/2012, SCH. A, S. 3]

BEFORE) ASSOCIATE JUDGE)
) ROBINSON) 16/JAN/2025

ON THE PETITION of Peak Developments Corp., coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on January 16, 2025, and on hearing Aaron Copeland, counsel for the petitioner and no one else appearing, although duly served, and on reading material filed by Aaron Copeland, counsel for the petitioner;

THIS COURT ORDERS that:

- The claim of lien filed by G&T Roofing Ltd. and registered as document number CB1635945 in the Kamloops Land Title Office as follows:

| CLAIM OF LIEN | CLAIMAINT | DATE | AMOUNT |
|---------------|------------------|-----------------------------|-------------|
| CB1635945 | G&T Roofing Ltd. | Oct. 4 th , 2024 | \$41,791.48 |

(the "Lien"), against lands legally described as:

PID: 031-836-780
 Lot 1 District Lot 2378
 Kootenay District Plan EPP124173

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(the "Lands"), be wholly cancelled from title to the Lands pursuant to s. 24 of the *Builders Lien Act*, S.B.C. 1997, c. 45 upon the Petitioner depositing payment into court in the amount of \$41,791.48 or such other amount that this Honourable Court may deem appropriate (the "Security").

2. Any certificates of pending litigation filed in relation to the Lien against the Lands also be cancelled, and there be no further claims by the Respondent against the Lands relating to the Lien.
3. The Registrar of Land Titles at the Kamloops Land Title Office shall cause the Lien Claim to be wholly cancelled against the Lands upon production of a certified copy of the Order, together with a Certificate of the Registrar of the Honourable Court certifying the Security has been lodged with the Registrar.
4. The Security shall also stand as security for any claim by the Respondent for a lien against any holdback retained by the Petitioner.
5. Neither the cancellation of the Lien against the Lands nor the release of the holdback shall deprive the Respondent of the benefits of the provisions of the *Builders Lien Act* applicable to their claim of lien and lien against the holdback.
6. Nothing in this Order shall affect the rights of the Respondent or any other interested person from asserting that the Lien is improper or defective, or that the filing of the Lien is improper or abusive, or otherwise affect any right of the Respondent, Petitioner, or any other person under the *Builders Lien Act*.
7. On notice to the Respondent, the Petitioner is at liberty to apply to court to have the Security posted pursuant to this Order stand as security for any further liens filed by persons derivative of the Respondent, G&T Roofing Ltd., pursuant to section 24 of the *Builders Lien Act* so that such liens may be removed from title without posting additional security.
8. On notice to the Respondent, the Petitioner is at liberty to apply to the court for further Order(s) varying this Order or reducing the amount of the Security or otherwise affecting the Security and for further Order(s) pursuant to section 23, 24, or 25 of the *Builders Lien Act* substituting, reducing or releasing the Security lodged with this Court or for such other Order(s) or directions as the Petitioner considers appropriate upon notice to the Respondent.
9. Any party shall have liberty to apply for further directions.

10. The Petitioner is granted leave to enter this order in the Vancouver registry.



BY THE COURT

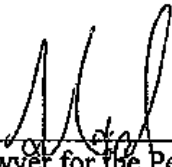
REGISTRAR

ENDORSEMENTS ATTACHED

Form
CHECKED
MF

(25)

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.



Lawyer for the Petitioner
Aaron Copeland

By the Court.

Registrar
A.C.

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This is Exhibit "E" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C. this 4 day of June, 2026.

A handwritten signature in black ink, appearing to be the name of the Commissioner, written in a cursive style.

A Commissioner for taking Affidavits within British Columbia



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No. KAM-S-S-63874
Vancouver Registry
KAMLOOPS

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEAK DEVELOPMENTS CORP.

PETITIONER

AND:

G&T ROOFING LTD.

RESPONDENT

REQUISITION — GENERAL

*FORM 17 (RULES 4-6(1), 8-1(21.1) and (22), 9-4(1),
13-3(25), 16-1(16.1) and (17), 20-5(3), 23-1(9) AND 23-3(10)
[AM BC REG. 120/2014, SCH. 8]*

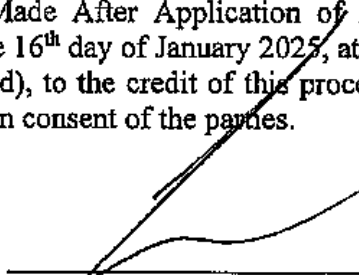
Filed by: **Peak Developments Corp.**

Required: **Notice of Payment Into Court**

TAKE NOTICE THAT the petitioner, Peak Developments Corp. is posting with the court a cash payment of \$41,791.48, pursuant to the Order Made After Application of Associate Judge Robinson, pronounced and entered on Thursday, the 16th day of January 2025, at the Law Courts, 800 Smithe Street, Vancouver, B.C., (copy attached), to the credit of this proceeding and to be held pending further Order of this court or by written consent of the parties.

Date: 17th JANUARY 2025

Name and address of lawyer:
HARPER GREY LLP
Barristers & Solicitors
3200 - 650 West Georgia Street
Vancouver, BC V6B 4P7
Telephone: 604 687 0411
Email: nstreu@harperegrey.com
Attn: Norm Streu/AC/bjo/161360


HARPER GREY LLP
(Per Norm Streu)
Lawyer for the Petitioner,
Peak Developments Corp.



This is Exhibit "F" referred to in the affidavit of Kim MacDonald affirmed before me at Vancouver, B.C this 4 day of June, 2026.



A Commissioner for taking Affidavits within British Columbia



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BC Company Summary

For
G&T ROOFING LTD.

Date and Time of Search: May 28, 2026 03:40 PM Pacific Time
Currency Date: March 25, 2026

ACTIVE

Incorporation Number: BC1423362
Name of Company: G&T ROOFING LTD.
Business Number: 706029345 BC0001
Recognition Date and Time: Incorporated on June 22, 2023 09:41 AM Pacific Time In Liquidation: No
Last Annual Report Filed: June 22, 2024 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
828D BAKER STREET
CRANBROOK BC V1C 1A2
CANADA

Delivery Address:
828D BAKER STREET
CRANBROOK BC V1C 1A2
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
828D BAKER STREET
CRANBROOK BC V1C 1A2
CANADA

Delivery Address:
828D BAKER STREET
CRANBROOK BC V1C 1A2
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Lysohirka, David William

Mailing Address:
208 6TH AVENUE
CRANBROOK BC V1C 2H6
CANADA

Delivery Address:
208 6TH AVENUE
CRANBROOK BC V1C 2H6
CANADA

OFFICER INFORMATION AS AT June 22, 2024

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Last Name, First Name, Middle Name:

Lysohirka, David William

Office(s) Held: (President)

Mailing Address:

208 6TH AVENUE SOUTH
CRANBROOK BC V1C 2H6
CANADA

Delivery Address:

208 6TH AVENUE SOUTH
CRANBROOK BC V1C 2H6
CANADA
