This is the 1st Affidavit of M. Conway,
made on September 14, 2026

No. S-146129
Kelowna Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ULOAN SOLUTIONS INC.

PETITIONER

AND:

1290185 B.C. LTD. doing business as SPARE ROOM CO
SELF STORAGE

RESPONDENT

AFFIDAVIT

I, Morgan Conway, legal assistant, of Suite 1800, 1631 Dickson Avenue, in the City of Kelowna, Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a legal assistant employed by the law firm of Lawson Lundell LLP, solicitors for C. Cheveldave & Associates Ltd. in its capacity as Court-Appointed Receiver (the "**Receiver**") of all of the assets, undertakings and properties of 1290185 B.C. Ltd. doing business as Spare Room Co. Self Storage, and as such have personal knowledge of the facts and matters herein deposed to by me, except where stated to be made upon information and belief in which case I believe such facts and matters to be true.

2. I am informed by Scott Andersen counsel for the Receiver and verily believe that the Asset Purchase Agreement dated August 27, 2026 (the "**Sale Agreement**") between the Receiver and Uloan Solutions Inc. ("**Uloan**") did not contain the definition of the assets to be purchased. The parties have corrected that issue by revising the definition of 1.1(r) and by adding Schedule "D". I am informed by Yarden Gershony, counsel for Uloan, and by Scott Andersen, counsel for the

Receiver, that the parties have agreed to slip sheet the corrected pages into the agreement and that the document attached hereto as **Exhibit "A"** is a true copy of the Sales Agreement, as so corrected.

SWORN BEFORE ME at the City of Kelowna, in the Province of British Columbia, this 14th day of September, 2026	)))))))	
A Commissioner for taking Oaths for British Columbia		MORGAN CONWAY

SCOTT R. ANDERSEN
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

This is **Exhibit "A"** referred to in the Affidavit of Morgan Conway made before me on September 14, 2026

A Commissioner for taking Affidavits for British Columbia

118296.191432.MVC.31570010.1

ASSET PURCHASE AGREEMENT

Made the 27th day of August, 2026.

BETWEEN:

C. Cheveldave & Associates Ltd. in its capacity as the court-appointed receiver of 1290185 BC Ltd. doing business as Spare Room Co. Self Storage (the "**Company**"), and not in its personal capacity,

(the "**Vendor**")

AND:

uLoan Solutions Inc., a corporation incorporated pursuant to the laws of British Columbia and having an office at 1800 – 1631 Dickson Avenue, Kelowna, British Columbia, V1Y 0B5

(the "**Purchaser**")

WHEREAS:

A. The Company operated mini storage facilities in Oliver and Penticton, British Columbia (the "**Business**").

B. On April 27, 2026, the Supreme Court of British Columbia (the "**Court**") made an order (the "**Receivership Order**") appointing C. Cheveldave & Associates Ltd. (the "**Receiver**") as receiver of the assets, undertakings and properties of the Company (the "**Property**") and authorised the Receiver to, among other things, sell the Property.

C. The Property includes, among other things, the above noted mini storage facilities: two in Oliver at 2035 McKinney Road and 168 Enterprise Way;

D. The Company is indebted to the Purchaser in the amount of $1,026,159.64 as of August 23, 2026 pursuant to the various loan and security agreements between the Purchaser and the Company (the "**Indebtedness**") registered in the Personal Property Registry under Base Number 348864P. The amount of Indebtedness is set out in **Schedule A** hereto.

E. The Purchaser wishes to purchase the Purchased Assets (as defined below) from the Vendor for the Purchase Price (as defined below).

F. Subject to obtaining the Vesting Order and Court Approval, the Purchaser has agreed to purchase the Purchased Assets from the Vendor, and the Vendor has agreed to sell the Purchased Assets (as defined below), on the terms and conditions set out below (the "**Transaction**");

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this agreement:

(a) "**Business**" has the meaning given to it in Recital A;

(b) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in British Columbia;

(c) "**Claim**" means any actual, potential or threatened claim, demand, suit, action, cause of action, liability, obligation, damage, debt, duty or sum of money whatsoever or wheresoever, whether at law or in equity;

(d) "**Closing**" means the completion of the Transaction by the Purchaser, and sale by the Vendor, of the Vendor's interest in and to the Purchased Assets, and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

(e) "**Closing Date**" means the day that is two (2) Business Days after the conditions in sections 6.1(1), 6.1(2) and 6.1(3) are met or waived;

(f) "**Court**" has the meaning given to it in the recitals hereto;

(g) "**CRA**" means the Canada Revenue Agency;

(h) "**CRA Deemed Trust**" means the amount of money owing from the Company to the CRA in a deemed trust in favour of the CRA being in the total amount of $44,933.77 as of June 3, 2026;

(i) "**Encumbrance**" means any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have been attached or perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any charges created by the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) or any other personal property registry system; (iii) any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form; or (iv) any agreement, lease, license, option or claim, easement, right of way, restriction, execution or other encumbrance (including any notice or other registration in respect of the foregoing) affecting title to or ownership of the Purchased Assets or any part thereof or interest therein;

(j) "**Government Entity**" means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association;

(k) **"GST"** means taxes, interest, penalties and fines imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation"** means such act and regulations collectively;

(l) "**Intellectual Property**" means all intellectual property and proprietary rights of any kinds currently owned by the Company pertaining to the Business, including the following: (i) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iii) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (iv) computer software, computer programs, and databases (whether in source code, object code or other form); (v) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith; and (vi) all websites and all telephone and facsimile numbers; {*include if applicable*}

(m) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them.

(n) "**Permitted Encumbrances**" means the Encumbrances set forth in **Schedule "B"** hereto;

(o) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Government Entity, or other entity however designated or constituted;

(p) "**Priority Charges**" means all amounts required to be paid or satisfied in priority to the Indebtedness owing to the Purchaser, including, without limitation, any amount owing an secured by the Receiver's Charge and any claims of creditors ranking in priority to the Indebtedness, and without limiting the generality of the foregoing any amounts owing in respect of the CRA Deemed Trust;

(q) "**Property**" has the meaning given to it in the recitals hereto;

(r) "**Purchased Assets**" means the assets listed in **Schedule "D"** hereto;

(s) "**Purchase Price**" means the aggregate consideration of $650,000, payable by the Purchaser to the Vendor, and comprised of: (a) a cash payment in the amount of $200,000, to be used by the Vendor to satisfy all Priority Charges (the "**Cash Component**"); and (b) a credit bid in the amount of $450,000, payable by way of set-off against the Indebtedness owing by the Company to the Purchaser pursuant to its proven claim or claims (the "**Credit Bid Component**").

(t) "**Receiver**" has the meaning given to it in the recitals hereto;

(u) "**Receivership Order**" has the meaning given to it in the recitals hereto;

(v) "**Tax**" means any domestic or foreign federal, provincial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes, goods and services taxes, excise taxes, property taxes and other charges of a similar nature;

(w) "**Transaction**" has the meaning given to it in the recitals hereto; and

(x) "**Transfer Tax**" means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve and all similar taxes, duties or other like charges, however denominated (including property transfer taxes and provincial or harmonized sales taxes), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transaction, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Receiver or the Purchaser.

1.2 **Interpretation**

The following rules of construction shall apply to this Agreement unless the context otherwise requires.

(a) All references to monetary amounts, unless indicated to the contrary, are to the lawful currency of Canada.

(b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.

(c) The words "**include**" and "**including**" and derivatives thereof shall be read as if followed by the phrase **without limitation**.

(d) The words "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.

(e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.

(f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.

(g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.

(h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.

(i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

(j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.

(k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto and any regulations promulgated thereunder.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

(a) Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, and the Purchaser agrees to purchase the Purchased Assets for the Purchase Price on the Closing Date, free and clear of all Encumbrances.

(b) The Purchaser acknowledges and agrees that the Cash Component will be paid first and applied to satisfy all Priority Charges. Following satisfaction of the Priority Charges, the Credit Bid Component will be applied by way of set-off against the balance of the Purchase Price owing by the Purchaser to the Vendor.

(c) The Purchaser acknowledges that it is acquiring the Purchased Assets on an "as-is, where-is" basis. Without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Purchased Assets. The Purchaser further acknowledges and agrees that it has relied entirely on its own judgment and investigation with respect to the purchase of the Purchased Assets and is satisfied in all respects with the due diligence and investigations it has conducted.

(d) The Purchaser will pay the Purchase Price in consideration of the completion of the Transaction in accordance with this Agreement.

(e) In consideration of the sale of the Purchased Assets pursuant to the terms of this Agreement, the Purchaser will acknowledge to the Receiver that its provable claim(s) against the Company shall be reduced by the Credit Bid Component of the Purchase Price as of the Closing Date, in accordance with the deliverables in Article 6.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that:

(a) it is duly organized and validly existing under the laws of the Province of British Columbia;

(b) it has the requisite corporate power and authority to enter into, deliver and perform its obligations under this Agreement, and any necessary documents to effect this Transaction; and

(c) neither the Purchaser's entering into this Agreement, nor the performance of its terms, will result in a breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject.

ARTICLE 4
COVENANTS AND OTHER AGREEMENTS

4.1 Covenants and Other Agreements

(a) The Purchaser acknowledges and agrees that the Transaction and this Agreement are subject to approval of the Court.

(b) The Receiver will use commercially reasonable efforts to obtain an order of the Court approving this Agreement and authorizing and directing the Receiver to perform its obligations under this Agreement, including authorizing and directing the Receiver to execute such instruments of sale and transfer as the Receiver may deem necessary or desirable to transfer the Purchased Assets to the Purchaser, free and clear of all Encumbrances (the "Vesting Order"). The Vesting Order will be substantially in the form attached as **Schedule "C"**.

ARTICLE 5
TAX MATTERS

5.1 Tax Matters

(a) The Purchaser will be responsible for all Transfer Taxes, fees and expenses in connection with the registration of the Vesting Order or transfer of the Purchased Assets that are payable to a Government Entity or other taxing authority. The Purchaser will promptly pay directly to the appropriate Government Entity or taxing authority all applicable Transfer Taxes, including property transfer tax, GST or other amounts that are properly payable by the Purchaser, and on request of the Receiver will furnish proof of direct payment of such amounts. The Purchaser will indemnify and hold the Vendor and its directors, officers, employees, advisors and agents harmless from any liability related to the Purchaser's failure to account for, or report and remit, such taxes, and such indemnity will survive the completion of the transactions contemplated herein.

(b) Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under applicable law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor.

ARTICLE 6
CLOSING

6.1 **Conditions to Closing**

The Parties obligations to effect the Closing and carry out the Transaction is subject to the satisfaction (or express written waiver by the Parties) of the following conditions:

(a) there will be no law or order preventing consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated;

(b) the Vesting Order will have been granted by the Court, in a form satisfactory to the Parties, each acting reasonably (the "**Court Approval**"); and

(c) no action or proceeding (including the appeal, motion to vary, stay or vacate or motion for leave to appeal the Vesting Order) will be outstanding, pending or threatened that may challenge the Vesting Order, the Receivership Order or otherwise enjoin, restrict or prohibit the purchase and sale of the Purchased Assets.

6.2 The Receiver's obligation to effect the Closing and carry out the Transaction is subject to satisfaction (or express written waiver by the Receiver) of the following additional conditions:

(a) the representations and warranties of the Purchaser under this Agreement will be true and correct;

(b) the covenants, obligations and agreements in this Agreement to be performed by the Purchaser will have been complied with on or before Closing; and

(c) each of the deliveries required under this Agreement will have been delivered.

6.3 The Purchaser's obligation to effect the Closing and carry out the Transaction is subject to satisfaction (or express written waiver by the Purchaser) of the following additional conditions:

(a) the covenants, obligations and agreements in this Agreement to be performed by the Receiver will have been complied with on or before Closing; and

(b) each of the deliveries required under this Agreement will have been delivered.

6.4 The Purchaser acknowledges and agrees that this Agreement and the Transaction are subject to Court Approval. The Purchaser acknowledges and agrees that, notwithstanding acceptance of this Agreement and the Transaction by the Receiver, other prospective purchasers may attend in Court in person or by agent at the hearing of the application to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the maximum value for the Purchased Assets. The Receiver gives no undertaking to advocate for the acceptance of this Agreement.

6.5 The Closing will take place at {time} on the Closing Date. All right, title and interest of the Company to the Purchased Assets will transfer to the Purchaser at Closing.

6.6 The Closing will take place two (2) business days after delivery of the following:

(a) the Receiver will deliver to the Purchaser an entered copy of the Vesting Order; and

(b) the Purchaser will acknowledge and agree, in writing, that its provable claim be reduced by the amount of the Credit Bid Component of the Purchase Price.

ARTICLE 7
INDEMNIFICATION

7.1 The Purchaser will defend, indemnify and hold the Receiver harmless from and against any and all Claims sustained by the Receiver arising out of or in connection with the Transaction and this Agreement. The Purchaser acknowledges and agrees that this Section 7.1 will survive any termination of this Agreement or the Transaction and will survive Closing.

ARTICLE 8
TERMINATION

8.1 This Agreement may be terminated prior to Closing: (a) by mutual written consent of the Receiver and the Purchaser; or (b) if an order is made prohibiting or otherwise precluding concluding the Transaction.

ARTICLE 9
GENERAL

9.1 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. The Purchaser and Vendor irrevocably attorn to the jurisdiction of the courts of British Columbia. All actions or proceedings arising out of or relating to this Agreement shall be litigated in such court and the Parties unconditionally accept the exclusive jurisdiction of the said court and waive any defense of forum *non-conveniens*.

9.2 **Further Assurances**

The Parties shall execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or required to carry out the full intent and meaning of this Agreement and to affect the Transaction and any further transactions contemplated by this Agreement.

9.3 **Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion.

9.4 **Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

9.5 **Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. The Vesting Order will describe the Purchaser exactly as the Purchaser appears on the first page of this Agreement, and therefore the Purchaser as so described will appear as the owner of the Property after completion of the sale. The Vendor will not be bound by any term in the Agreement describing the Purchaser otherwise, or to permit the Purchaser to complete the sale under a different name.

9.6 **Time of the Essence**

Time will be of the essence hereof.

9.7 **Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction.

9.8 **Enurement**

This Agreement shall enure to and be binding upon the Purchaser and the Vendor and their respective successors, trustees and assigns, as the case may be.

9.9 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and, except as stated herein, contains all of the covenants, representations and warranties of the Parties. There are no verbal statements, covenants, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the Parties.

9.10 **Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision's validity or enforceability in any other jurisdiction.

9.11 **Counterparts**

This Agreement may be executed in any number of counterparts, which when all taken together, shall constitute a fully executed agreement that shall be binding upon all parties, with the same force and effect as if all parties had signed the same document. Any Party to this Agreement may affect delivery of its respective execution by counterpart *via* telecopy or other electronic transmission to any other

Party to this Agreement and, in such case, shall provide an originally executed version of its execution upon request of any other Party to this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF the Purchaser and Vendor have executed this Asset Purchase Agreement by the properly authorized representatives on the date first above written.

C. Cheveldave & Associates Ltd. in its capacity as Receiver of 1290185 BC Ltd. doing business as Spare Room Co. Self Storage and not in its personal capacity

Per: Cecil Cheveldave
Title: President

uLoan Solutions Inc.

Greg Thompson

Per: Greg Thompson
Title: Managing Partner

Schedule "A"
Indebtedness

As of August 23, 2024

Balance	$ 836,158.19
Principal	$ 540,223.65
Interest	$ 295,934.54
Costs	
Receiver and repossession	$ 123,165.16
Legal	$ 64,791.29
Bailiff	$ 1,575.00
Other	$ 470.00
	$ 190,001.45
Total	$ 1,026,159.64

Schedule "B"
Permitted Encumbrances

Nil

Schedule "C"
Draft Vesting Order

NO. S-146129
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ULOAN SOLUTIONS INC.

PETITIONER

AND:

1290185 B.C. LTD. doing business as SPARE ROOM CO SELF STORAGE

RESPONDENT

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE	)	
	)	____/____/2026
______________________________	)	

THE APPLICATION of C.CHEVELDAVE & ASSOCIATES LTD., in its capacity as Court-appointed Receiver (the "**Receiver**") of the assets, undertakings and properties of 1290185 B.C. Ltd. coming on for hearing at Vancouver, British Columbia, on the _____ day of September, 2026; AND ON HEARING Scott R. Andersen, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing, although duly served; AND UPON READING the material filed, including the Report of the Receiver dated August <>, 2026 (the "**Report**");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated ____________, 2026 (the "**Sale Agreement**") between the Receiver and ULoan Solutions Inc. (the "**Purchaser**"), a copy of which is attached as Appendix "___" to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the

Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated April 27, 2026; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

4. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

5. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in Schedule "___" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "D".

7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within 20 business days of the date of this Order.

8. Notwithstanding:

   (a) these proceedings;

   (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made by or in respect of the Debtor,

   the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, 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 courts, tribunals, regulatory and administrative bodies are hereby 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.

10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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:

Signature of Scott R. Andersen
☐ Party ☑ Lawyer for the Receiver

Signature of Yarden D. Gershony
☐ Party ☑ Lawyer for the Petitioner

BY THE COURT

REGISTRAR

Schedule "A"

(List of Counsel)

Counsel for uLoan Solutions Inc.	Rush Ihas Hardwick LLP Attn: Yarden Gershony 200 – 591 Bernard Avenue Kelowna, BC V1Y 6N9

Schedule B – Receiver's Certificate

NO. S-146129
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ULOAN SOLUTIONS INC.

PETITIONER

AND:

1290185 B.C. LTD. doing business as SPARE ROOM CO SELF STORAGE

RESPONDENT

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated April 27, 2026, C. Cheveldave & Associates Ltd. (the "**Receiver**") was appointed as receiver and manager over the assets, undertakings and properties of 1290185 B.C. Ltd. doing business as Spare Room Co Self Storage (the "**Debtor**").

B. Pursuant to an Order of the Court (the "**Approval and Vesting Order**") dated September ___, 2026, the Court approved the Agreement of Purchase and Sale dated August ___, 2026, (the "**Agreement**") between the Receiver and Uloan Solutions Inc. (the "**Purchaser**"), for the Purchase Price (as defined in the Sale Agreement), and provided for the vesting in the Purchaser of all of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, the capitalized terms have the meaning set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the consideration and funds constituting the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing set out in Article <> of the Sale Agreement have been satisfied or waived by the Receiver; and

3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Kelowna, British Columbia, on September ___, 2026.

C. CHEVELDAVE & ASSOCIATES LTD..,
in its capacity as receiver and manager of the Debtor, and not in its personal capacity

By: ______________________________

Name:

Title:

Schedule C – Encumbrances

1. Financing Statement registered under base registration number 348864P in the British Columbia Personal Property Registry

Schedule D – Permitted Encumbrances, Easement and Restrictive Covenants

3. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

Schedule "D"
Purchased Assets

"Purchased Assets" means all of the Company's right, title and interest in and to all of the property, assets and undertaking of the Company, of every nature and kind and wherever situate, whether tangible or intangible, real or personal, whether or not used in the Business, and whether or not recorded in the Company's books and records, including:

(a) all storage units and storage containers of every type, whether assembled, unassembled, packaged, installed or in transit, including free-standing prefabricated units, built-in units, sea cans and all components, doors, locks and hardware for them;

(b) all lock and access-control systems (including the Noke systems), cameras, gates, fencing, lighting, signs, office furniture, computers and related equipment, tools, vehicles, trailers, supplies and all other machinery, equipment, furnishings and chattels;

(c) the Company interest in all leases, subleases, licences, Buckshee leases and other rights of occupation of the premises at which the Business is carried on or the Purchased Assets are located, and all leasehold improvements, buildings, structures and fixtures on those premises;

(d) all agreements with customers for the rental or storage of units, containers, space or vehicles, and all rents, fees and other amounts payable under them for periods from and after the Closing Date;

(e) all other contracts, agreements, licences, subscriptions and arrangements relating to the Business, including software, property-management, access-control, security, utility, telecommunications, advertising and supply and service agreements;

(f) the names "Spare Room Co" and "Spare Room Co Self Storage" and all other business names, trade names, trademarks, logos, domain names, websites, social-media accounts, online listings and reviews, telephone and toll-free numbers, email addresses, software, data and all other intellectual property, together with the goodwill of the Business;

(g) all licences, permits, registrations and approvals relating to the Business or the premises, to the extent transferable;

(h) all accounts receivable and other amounts owing to the Company in connection with the Business;

(i) all prepaid expenses, deposits and credits, including deposits paid to landlords, utilities and suppliers;

(j) all books, records, files, data and information relating to the Business or the Purchased Assets, in any form, including customer, rent-roll, inventory, serial-number, warranty, maintenance and financial records, and all manufacturer, supplier and contractor warranties;

(k) all rights, claims and causes of action of the Company relating to the Purchased Assets or the Business, including under warranties and insurance policies in respect of loss of or damage to the Purchased Assets; and

(l) all other property and assets of the Company, wherever situate, that are not Excluded Assets.

The categories in paragraphs (a) to (k) illustrate and do not limit the generality of this definition. An asset of the Company is a Purchased Asset whether or not it is described in, or fits within, any of those paragraphs.