



This is the 2nd Affidavit
of Suzanne Volkow in this case
and was made on May 23, 2024

No. **S-243389**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
ECOASIS DEVELOPMENTS LLP AND OTHERS

BETWEEN:

SANOVEST HOLDINGS LTD.

PETITIONER

AND:

ECOASIS DEVELOPMENTS LLP,
ECOASIS BEAR MOUNTAIN DEVELOPMENTS LTD.,
ECOASIS RESORT AND GOLF LLP,
0884185 B.C. LTD.,
0884188 B.C. LTD.,
0884190 B.C. LTD.,
0884194 B.C. LTD.,
BM 81/82 LANDS LTD.,
BM 83 LANDS LTD.,
BM 84 LANDS LTD.,
BM CAPELLA LANDS LTD.,
BM HIGHLANDS GOLF COURSE LTD.,
BM HIGHLANDS LANDS LTD.,
BM MOUNTAIN GOLF COURSE LTD., and
BEAR MOUNTAIN ADVENTURES LTD.

RESPONDENTS

AFFIDAVIT

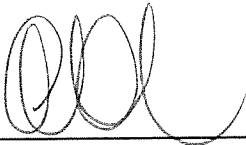
I, Suzanne Volkow, of 2900 – 550 Burrard Street, Vancouver, B.C., SWEAR THAT:

1. I am a paralegal in the law firm of Fasken Martineau DuMoulin LLP, solicitors for the Petitioner, Sanovest Holdings Ltd., and as such have personal knowledge of the facts hereinafter

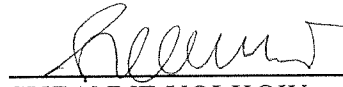
deposed to except where stated to be on information and belief, in which case I verily believe them to be true.

2. Attached hereto as **Exhibit "A"** is a copy of Filed Standard Mortgaged Terms MT900399.
3. Attached hereto as **Exhibit "B"** is a copy of a Consent to appointment as Receiver dated May 23, 2024 and signed by Alvarez & Marsal Canada Inc.

SWORN BEFORE ME at Vancouver,
British Columbia, on May 23, 2024.



A Commissioner for taking Affidavits for
British Columbia



SUZANNE VOLKOW

LISA HIEBERT
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4977

STANDARD MORTGAGE TERMS

FILED BY: DAVIS & COMPANY
FILING NUMBER: MT900399

FREEHOLD MORTGAGE

This is Exhibit A referred to in the
affidavit of Suzanne Volkow
made before me on this 23rd
day of May 2024
[Signature]
A Commissioner for taking
Affidavits for British Columbia

The following set of Standard Mortgage Terms shall be Part 2 of every mortgage which so provides and refers to the filing number of this set in Item 9 of the Mortgage Form.

1. **Definitions** - In this Mortgage unless the context otherwise requires:

- (a) "Balance Due Date" means the date set out in Item 5(l) of the Mortgage Form;
- (b) "First Payment Date" means the date set out in Item 5(f) of the Mortgage Form;
- (c) "Interest Adjustment Date" means the date set out in Item 5(c) of the Mortgage Form;
- (d) "Interest Rate" means the rate of interest set out in Item 5(b) of the Mortgage Form;
- (e) "Lands" means the lands and premises described in Item 2 of the Mortgage Form;
- (f) "Last Payment Date" means the date set out in Item 5(i) of the Mortgage Form;
- (g) "Mortgage Form" means a Mortgage - Part 1 (*Land Title Act* Form B) which refers in Item 9 to the filing number of these Standard Mortgage Terms;
- (h) "Mortgagee" means the Lender (Mortgagee) described in Item 4 of the Mortgage Form;
- (i) "Mortgagor" means the Borrower (Mortgagor) described in Item 3 of the Mortgage Form;

- (j) "Permitted Encumbrances" means the encumbrances set out in Item 11 of the Mortgage Form;
 - (k) "Principal Sum" means the amount set out in Item 5(a) of the Mortgage Form;
 - (l) "this Mortgage" means, collectively, the Mortgage Form, the schedule or schedules attached to the Mortgage Form and these Standard Mortgage Terms.
2. **Grant and Mortgage** - The Mortgagor grants and mortgages the Lands unto the Mortgagee, its successors and assigns forever.
 3. **Interest** - The outstanding balance of the Principal Sum shall bear interest at the Interest Rate, and all interest provided for in this Mortgage shall be calculated at the frequency shown in Item 5(d) of the Mortgage Form, not in advance.
 4. **Certificate of Rate** - If the Interest Rate is a variable rate based upon a variable reference rate, a certificate of any officer, including a branch manager, of the Mortgagee stating what the Interest Rate was on any day or during any period shall be conclusive evidence of the Interest Rate on the day or during the period stated.
 5. **Repayment** - The Mortgagor will make the following payments:
 - (a) before the Interest Adjustment Date the Mortgagor will pay all accumulated interest monthly on the first day of each month; and
 - (b) on the Interest Adjustment Date the Mortgagor will pay all accumulated interest; and
 - (c) commencing on the First Payment Date and continuing on the same day of each month thereafter until and including the Last Payment Date the Mortgagor will pay to the Mortgagee monthly instalments each in the amounts set forth in Item 5(g) of the Mortgage Form; and
 - (d) on the Balance Due Date the whole of the Principal Sum and interest accrued shall become due and be paid.

6. **Defeasance** - Provided this Mortgage to be void on payment of the Principal Sum together with interest at the Interest Rate, as well after as before each of maturity, default and judgment.
7. **Arrears** - Arrears of both principal and interest shall bear interest at the Interest Rate; and such interest on arrears shall be a charge on the Lands in the same manner and shall be payable as all other money hereby secured; and taxes and performance of statute labour, and observance and performance of all covenants, provisos and conditions herein contained.
8. **Mortgagor's Covenants** - The Mortgagor covenants with the Mortgagee:
 - (a) **To Pay** - that the Mortgagor will pay the mortgage money and interest, and observe the above proviso;
 - (b) **Title** - that the Mortgagor has good title in fee simple to the Lands subject only to any Permitted Encumbrances; and that the Mortgagor has the right to convey the Lands to the Mortgagee;
 - (c) **Possession on Default** - and that on default the Mortgagee shall have possession of the Lands free from all encumbrances save as aforesaid;
 - (d) **Further Assurances** - and that the Mortgagor will execute further assurances of the Lands as may be requisite;
 - (e) **No Other Encumbrances** - and that the Mortgagor has done nothing to encumber the Lands save as aforesaid;
 - (f) **Insurance** - and that the Mortgagor will insure, and during the continuance of this Mortgage keep the building or buildings on the Lands insured, in favour of the Mortgagee against loss or damage by fire and, as the Mortgagee may require, against loss or damage by tempest, tornado, cyclone, lightning, flood, earthquake, boiler and machinery explosion and other extended perils to the amount of not less than the full insurable value of the building or buildings; and that the Mortgagor will cause all applicable policies to be endorsed with the loss payable thereunder firstly to the Mortgagee, subject only to any loss which may be

payable to any prior charge holders, as per any mortgage clause which the Mortgagee may stipulate, and to deliver certified copies of such policies to the Mortgagee; and it is further agreed that the Mortgagee may require any insurance of the buildings to be cancelled and new insurance effected in the office of any company named by the Mortgagee and also may of his own accord effect or maintain any insurance herein provided for, and any amount paid by the Mortgagee therefor shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest at the Interest Rate and shall be a charge upon the Lands; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at the expense of the Mortgagor all necessary proofs of loss and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the premises or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee, in whole or in part, on the balance outstanding and secured by this Mortgage or any part thereof whether due or not then due, and to ensure that any insurance proceeds may be so applied the Mortgagor hereby waives all the Mortgagor's rights and benefits under the *Fires Prevention (Metropolis) Act, 1774 (IMP) C.78* and any other statute of like effect;

- (g) **Taxes** - that the Mortgagor shall pay all taxes, rates, levies, charges and assessments and other impositions upon the Lands when and as the same become due and shall produce and deliver to the Mortgagee promptly upon demand prior to the end of each year receipted tax statements or other evidence of payment of all such taxes, rates, levies, charges, assessments and other impositions as aforesaid;
- (h) **Repair** - that the Mortgagor will keep the Lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively, and will promptly make good and restore all loss or damage occurring to the Lands and the buildings and improvements thereon, and will not commit or permit any act of waste thereon.

9. **Release** - And the Mortgagor releases to the Mortgagee all his claims upon the Lands subject to the proviso.
10. **Possession Until Default** - Provided that until default of payment, the Mortgagor shall have quiet possession of the Lands.
11. **Events of Default** - The Principal Sum, interest and other monies hereby secured shall, at the option of the Mortgagee, become immediately payable and the security hereby constituted shall become enforceable in each and every of the following events:
 - (a) **Default** - if the Mortgagor shall make default in the observance or performance of something hereby required to be done or some covenant or condition hereby required to be observed or performed;
 - (b) **Permits to be done** - if the Mortgagor does, or permits to be done, anything which it has herein agreed not to do or permit to be done;
 - (c) **Misrepresentation** - if any representation or warranty given by the Mortgagor (or any director or officer thereof if the Mortgagor is a corporation) is untrue in any material respect;
 - (d) **Winding Up** - if the Mortgagor is a corporation and if an order shall be made or a resolution passed for the winding-up of the Mortgagor, or if a petition shall be filed for the winding-up of the Mortgagor;
 - (e) **Bankruptcy** - if the Mortgagor shall commit or threaten to commit any act of bankruptcy or shall become insolvent or shall make an assignment or proposal under the *Bankruptcy and Insolvency Act* or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition shall be filed or presented against the Mortgagor;
 - (f) **Arrangement** - if the Mortgagor is a corporation and if any proceedings with respect to the Mortgagor shall be commenced under the *Companies Creditors Arrangement Act*;
 - (g) **Execution Etc.** - if any execution, sequestration, extent or any other process of any Court shall

become enforceable against the Mortgagor or if a distress or analogous process shall be levied upon the property of the Mortgagor or any part thereof;

- (h) **Other Indebtedness** - if the Mortgagor shall permit any sum which has been admitted as due by the Mortgagor or is not disputed to be due by the Mortgagor and which forms or is capable of being made a charge upon the Lands in priority to this Mortgage to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same as such prior charge;
 - (i) **Default in Other Payment** - if the Mortgagor shall make default in payment of any indebtedness or liability to the Mortgagee whether secured hereby or not.
12. **Power of Sale** - Provided that the Mortgagee, on default of payment for one month, may on thirty days notice enter on and lease or sell the Lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice by the Mortgagee. And also that any contract of sale made under the said power may be varied or rescinded. And also that the Mortgagee may buy in and resell the Lands or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the Lands may be sold. And on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the Lands, and the Mortgagee may tack them to the Principal Sum. PROVIDED that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said powers shall not be affected.
13. **Exclusion of Statutory Provision** - It is agreed that this Mortgage is made pursuant to the "*Land Transfer Form Act*" of the Province of British Columbia to the extent that where this Mortgage contains any of the forms or words contained in Column I of Section 6 of the Act, the same shall have the same effect and be construed as if the form

of words contained in Column II of Schedule 6 of that Act were fully set forth herein, but notwithstanding that this Mortgage is declared to be made in pursuance of the "*Land Transfer Form Act*", it is expressly understood and agreed by the Mortgagor that the provisions of the form of words numbered 15 in Schedule 6 in the "*Land Transfer Form Act*" shall have no force and effect in respect of this Mortgage or any of the monies hereby secured, whether for interest or principal or upon any other account whatsoever and the provisions relating to a default under this Mortgage by the Mortgagor shall be as set out herein and the Mortgagor shall not be relieved from the consequences of default by payment of the monies of which default of payment has been made and costs and charges related thereto.

14. **Doctrine of Consolidation** - The Doctrine of Consolidation shall apply to this mortgage notwithstanding Section 27(3) of the *Property Law Act* or any similar statutory provision in force from time to time.
15. **Builders' Liens** - The Mortgagor covenants and agrees with the Mortgagee not to permit any claim of builders or other liens to be filed against the Lands at any time; PROVIDED THAT the filing of any such claim of lien shall not be deemed a breach of this covenant if the Mortgagor contests, and advises the Mortgagee in writing that it desires to contest, the same and gives the Mortgagee reasonable security for the due payment of the claim in respect thereto in case it shall be held to be a valid lien or charge; and the Mortgagee may (but shall not be obliged to) pay and satisfy any such lien (without thereby waiving a breach of this covenant by the Mortgagor) in the event of the Mortgagor failing to pay off the same within a reasonable time, and the amount so paid together with all costs, charges, expenses and outlays of the Mortgagee thereby incurred shall be added to the Principal Sum, shall bear interest at the Interest Rate from the date expended until paid, shall be payable with interest as aforesaid by the Mortgagor to the Mortgagee forthwith without demand and shall be a charge on the Lands and the propriety of paying out any such sum in respect of any such claim or lien shall be a matter in which the Mortgagee's discretion shall be absolute and final and in the event of the Mortgagee satisfying any such claim or charge it shall also be entitled to all the equities and securities of the person or persons so paid off whether any such claim or charge has or has not been in fact discharged.

16. **Realization of Securities** - The Mortgagor acknowledges and agrees that the Mortgagee may realize upon various securities securing the Principal Sum or any part thereof in such order as it may be advised and any such realization by any means upon any security shall not bar realization upon any other security or this Mortgage and the taking of a judgment on any of the covenants or provisos or herein shall not operate as a merger thereof or of this Mortgage.
17. **No Waiver** - The Mortgagor acknowledges and agrees that no failure on the part of the Mortgagee to exercise and no delay in exercising any right under this Mortgage shall operate as a waiver thereof nor shall any single or partial exercise by the Mortgagee of any right under this Mortgage preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the Mortgagee herein shall be deemed to be in addition to and not restrictive of the remedies of a mortgagee at law or in equity.
18. **Tax Instalments** - In addition to payment of principal and interest reserved herein, the Mortgagor shall, at the request of the Mortgagee, pay to the Mortgagee on the dates set out herein for payment of interest or principal and interest an amount which represents $\frac{1}{12}$ th of the estimated annual taxes on the Lands, which said taxes shall be estimated by the Mortgagee and so long as the Mortgagor is not in default under any covenants, provisos, or conditions contained herein, the amount so paid by the Mortgagor to the Mortgagee shall be applied against any taxes assessed, levied or charged against the Lands by any municipal assessment district or other authority assessing, levying or charging real property taxes. PROVIDED THAT nothing herein contained shall obligate the Mortgagee to apply the amount so paid on account of taxes more often than once yearly; AND PROVIDED FURTHER that the Mortgagee shall not be liable for any failure or neglect or error or omission in doing anything or any act relating to the payment of such taxes. The Mortgagor shall forthwith after receipt thereof transmit to the Mortgagee all assessment notices, tax bills and statements and other notices affecting the imposition of taxes on the Lands. It shall be the responsibility of the Mortgagor to apply for and do all acts and things necessary to obtain any grants, assistance or rebates provided with respect to such taxes. Default in payment of any amount on account of taxes as herein provided shall be deemed to be a breach of the covenant to pay such taxes. If the amount of taxes

levied on the Lands in any calendar year exceeds the amount of money paid hereunder on account thereof, the Mortgagor agrees to pay to the Mortgagee the amount of such excess at such time, or times, as the Mortgagee may require. The Mortgagee may deduct from the final advance of the Principal Sum an amount sufficient to pay the taxes which have become payable at the date of such final advance or will become due and payable prior to the Mortgagor having paid hereunder an amount sufficient so as to enable the Mortgagee to pay the taxes when next the same shall become due and payable. If the Mortgagor shall pay any sum or sums to the Mortgagee to be applied on account of taxes and if before the same shall have been so applied, there shall be default by the Mortgagor in respect of any instalment of interest or principal or interest as herein provided, the Mortgagee may, at its option, apply such sum or sums in or towards the payment of interest and/or principal in default. The Mortgagee shall not be obligated to keep a separate tax fund, but may credit, at its option, all money received on account of taxes to payment of principal and interest on the Principal Sum and when the Mortgagee pays the property taxes, then the amount of such payment shall be added to the Principal Sum and shall form part of the Principal Sum and bear interest at the Interest Rate and shall receive the benefit of all covenants contained herein. PROVIDED FURTHER that the Mortgagee shall not be liable to the Mortgagor, his heirs, executors, administrators or permitted assigns for any loss that may arise in any manner whatsoever by reason of the Mortgagee accepting and so applying the said funds received on account of taxes.

19. **Indemnity for Mortgagee's Costs** - The Mortgagor acknowledges and agrees that the Mortgagee may pay any taxes, rates, levies, assessments, charges, encumbrances, government grants, moneys, liens, costs of suit or matters relating to liens or encumbrances on the Lands, and pay any property, mortgage or income tax imposed or that may be imposed on the Mortgagee or the Mortgagor in respect of the Lands or this Mortgage or any renewal or extension hereof or the moneys secured hereby and may pay the solicitors' and other charges and expenses of and incidental to the negotiations for the preparation, registration, extension or release of or in connection with this Mortgage or any renewal or extension thereof and any other necessary deeds in connection therewith and valuator fees and may pay all costs and charges in connection with, and including all solicitors' charges and commission for, the collection of any overdue interest, instalment of principal, insurance premiums, and all other moneys whatsoever payable by the Mortgagor hereunder or under any renewal or extension hereof

which may be incurred by taking proceedings of any nature in case of default by the Mortgagor whether any action or other judicial proceedings to enforce such payment have been taken or not and may pay all costs and charges in connection with, and including all solicitors' charges and commission, in enforcing the personal remedies in the event of non-payment or in taking, recovering or keeping possession of the Lands whether any action or other judicial proceedings to enforce such remedies or payment have been taken or not and notwithstanding the location of the Registry of the Court in the Province of British Columbia in which judicial proceedings may be commenced, it being understood and agreed that the choice of Registry shall be within the sole discretion of the Mortgagee and that the Mortgagee shall not be bound to take into account the location of the Lands or the residence of the Mortgagor, and the Mortgagor shall indemnify the Mortgagee for any and all amounts so paid or incurred pursuant to this section which amounts may be added by the Mortgagee to the Principal Sum and if so added shall be a charge on the Lands in favour of the Mortgagee and shall be payable forthwith to the Mortgagee by the Mortgagor with interest at the Interest Rate from the date of payment by the Mortgagee and shall be secured hereunder and in default the power of sale hereby given and all other powers thereunto enabling and all other powers and remedies hereunder and at law or in equity shall forthwith be exercisable by the Mortgagee.

20. **Costs** - In any judicial proceedings taken to enforce this Mortgage and the covenants of the Mortgagor hereunder, including to recover or take possession of the Lands, to foreclose the interest of the Mortgagor in the Lands or for the redemption of this Mortgage the Mortgagee shall be entitled to costs on a solicitor and client basis. Any costs so recovered shall be credited against any solicitors' charges and commission paid or incurred by the Mortgagee relating to the matters in respect of which the costs were awarded and which have been added to the moneys secured hereunder pursuant to the foregoing section.
21. **Receiver** - And it is further agreed that in addition to all other powers exercisable hereunder or by virtue of any other agreement or at common law and equity, the Mortgagee may by writing under the Mortgagee's own hand or the hand of any solicitor or agent authorized on its behalf, upon any default whatsoever on the part of the Mortgagor in payment of the Principal Sum or interest hereby secured, or in the observance of any of the covenants and conditions herein contained, from time to time appoint any person

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(including an officer of the Mortgagee) to be a Receiver or Receiver-Manager of the Lands. The Mortgagee may likewise remove any such Receiver or Receiver-Manager and appoint another in his place, and any such Receiver or Receiver-Manager appointed, pursuant to the foregoing provisions, shall have the following powers:

- (a) **Possession** - To take possession of the Lands and, for that purpose, and to do any act and take any proceedings in the name of the Mortgagor, or otherwise, as he shall deem necessary;
- (b) **Carry on Business** - To carry on or concur in carrying on the business of the Mortgagor related to the Lands, and to employ and discharge such agents, managers, clerks, accountants, servants, workmen and others upon such terms and with such wages or remuneration as he shall think proper; and to repair and keep in repair the buildings, plant or other property comprised in the Lands, and to do all necessary acts and things for the carrying on of the business of the Mortgagor and the protection of the undertaking, property and assets of the Mortgagor related to the Lands;
- (c) **Make Arrangements** - To make any reasonable arrangement or compromise which he shall think expedient in the interest of the Mortgagee; and with Court approval to exchange any part or parts of the Lands for any other property suitable for the purposes of the Mortgagor, and upon such terms as may seem expedient;
- (d) **Raise Money** - To raise on the security of the Lands or any part of the undertaking, property and assets of the Mortgagor related to the Lands, any sum of money required for the carrying on of the Mortgagor's business related to the Lands, or for the repairs, insurance, protection, or any other purpose herein mentioned, or as may be required to pay off or discharge any lien, charge or encumbrance upon the Lands, or any part thereof, which would, or might, have priority over the charge created by this Mortgage;
- (e) **Sell or Lease** - To sell or lease or to concur in the selling or leasing of the Lands or any part thereof, and to carry any such sale or lease into effect, by conveying in the name or on behalf of the Mortgagor, or otherwise; AND any such sale may be made either at public auction or private sale as

to him may seem meet, and any such sale may be made from time to time as to the whole or any part or parts of the Lands; AND he may make any stipulations as to title or conveyance or commitment of title, or otherwise, which he shall deem proper; AND he may buy in or rescind or vary any contract for the sale of any part of the Lands and may resell; AND he may sell any of the same on such terms as to credit or part cash and part credit, or otherwise as shall appear to be most advantageous and at such prices as can reasonably be obtained therefor, and in the event of a sale on credit neither he, nor the Mortgagee shall be accountable for, or charged with, any moneys until actually received; AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any default has been made or continues, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulation subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; AND notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and valid accordingly and the remedy (if any) of the Mortgagor in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only;

- (f) **Complete Construction** - To complete or cause to be completed, in whole or in part, or embark on the completion of the construction of such improvements on the Lands as he shall think proper in the interests of the Mortgagee and to employ and discharge such contractors, subcontractors, materialmen, agents, managers, clerks, accountants, servants, workmen and others upon such terms and in accordance with such contract arrangements, salaries, wages or remuneration as he shall think proper.
22. **Distribution of Receiver's Income** - The Receiver or Receiver-Manager appointed and acting under any of the foregoing provisions shall be entitled out of the moneys to arise out of the taking possession of the Lands, and the

carrying on of the Mortgagor's business related to the Lands or out of any sale or lease of any part of the Lands as aforesaid, in the first place to pay and satisfy all the costs and expenses attending such taking of possession, carrying on and managing the Mortgagor's business, or sale or completing in whole or in part the construction or embarking thereon or otherwise relating to the exercise of his powers under this Mortgage including his remuneration as Receiver or Receiver-Manager, and in the second place to pay and satisfy any lien or charge ranking in priority to this Mortgage, and in the third place to pay and satisfy the Principal Sum which shall then be owing hereunder, and in the fourth place to pay and satisfy any arrears of interest which shall then be owing hereunder, and should any surplus remain in the hands of the said Receiver or Receiver-Manager after payment as aforesaid, then the Mortgagor shall be entitled to such surplus.

23. **Liability of Receiver** - The Receiver or Receiver Manager appointed and exercising his powers hereunder shall not be liable for any loss howsoever arising, unless the same shall be caused by his own negligence or wilful default; AND he shall, when so appointed, be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and defaults and for his remuneration.
24. **Dealing with Lands** - In exercising his powers hereunder, any Receiver or Receiver-Manager will be free to deal with the Lands and any assets of the Mortgagor related thereto in such order or manner as he may be directed by the Mortgagee any rule of law or equity to the contrary notwithstanding, including, without limitation, the equitable principle or doctrine of marshalling.
25. **Subdivision** - The Mortgagor agrees and declares that every part or lot into which the Lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the Principal Sum to be apportioned upon or in respect of any such part or lots, and the Mortgagee may discharge any part or parts from time to time of the Lands for such consideration as he shall think proper, or without consideration as he shall think proper; and no such discharge shall diminish or prejudice this security as against the Lands remaining undischarged or as against any person whomsoever.

26. **Strata Title Provisions** - If any of the Lands are or become strata lots the following provisions shall apply to such of the Lands which are at any time strata lots:

- (a) **Pay Assessments** - the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will, on or before the due dates thereof, pay each and every assessment, contribution or levy made against the Lands by the Strata Corporation governing the Lands. In the event the Mortgagor fails to pay any one or more of such assessments, contributions, or levies on or before their due date, including without limiting the generality of the foregoing, a default by the Mortgagor in payment of the Mortgagor's share of the common expenses, whereby the Strata Corporation may register a Certificate in Form "B" of the Schedule of the Condominium Act, such failure shall constitute default under this Mortgage and the whole of the principal balance, interest, costs, and charges, if any, then owing hereunder shall forthwith, at the option of the Mortgagee, become due and be paid. Upon the Mortgagor's failure to pay such assessments, contributions or levies, the Mortgagee may make such payments but shall not be obliged to do so, and any amount so paid by the Mortgagee shall be added to and form part of the Principal Sum and bear interest at the Interest Rate until paid by the Mortgagor, and shall be paid to the Mortgagee together with interest thereon as aforesaid forthwith without demand;
- (b) **Observe Duties** - the Mortgagor further covenants and agrees with the Mortgagee that the Mortgagor will observe, perform and carry out all the duties, obligations and requirements of an owner pursuant to the *Condominium Act* and the Strata By-laws from time to time in force with respect to the Lands;
- (c) **Assign Voting Rights** - pursuant to Section 18 of the *Condominium Act*, the Mortgagor hereby assigns, transfers and confers upon the Mortgagee the power and right to vote in the place and stead of the Mortgagor in respect of any matters relating to insurance, maintenance, or finance or other matters affecting the security of the Mortgagee and upon which the Mortgagor is entitled to vote under or pursuant to the Strata By-laws which apply to the Lands;

- (d) **Mortgagee Not Liable** - the Mortgagor hereby acknowledges and agrees that nothing herein contained, including the exercise of the right to vote hereby assigned, transferred and conferred, shall render the Mortgagee a mortgagee in possession and that the right to vote does not entail or constitute a representation, expressed or implied, that the Mortgagee shall be obliged to vote or to protect the interest of the Mortgagor and the Mortgagee shall not be responsible for any exercise of the right to vote or any failure to vote;
- (e) **Certification** - pursuant to Section 36 of the *Condominium Act*, the Mortgagor hereby authorizes any officer of the Mortgagee to apply at any time and from time to time to the Strata Corporation for certification to the Mortgagee:
 - (i) of the amount of any contribution determined as the contribution of the Mortgagor under Section 35 of the Act;
 - (ii) of the manner in which the contribution is payable;
 - (iii) of the extent to which the contribution has been paid by the Mortgagor;
 - (iv) of the amount of any money expended on behalf of the Mortgagor by the Strata Corporation pursuant to Section 34(2) of the *Condominium Act* and not recovered by it;
 - (v) of the amount, if any, by which the expenses of the Strata Corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year;
 - (vi) of the amount of the contingency reserve fund;
 - (vii) that there have been no amendments to the by-laws that have not been filed in the Land Title Office other than those specified in the certificate;
 - (viii) that no notices have been given with respect to a unanimous or special resolution that has not been voted on, other than those specified in the certificate; and

- (ix) that there are no outstanding or pending actions, suits, or proceedings of any kind against the Strata Corporation of which the Strata Corporation is aware other than those specified in the certificate;
 - (f) **Form "A"** - pursuant to Section 38(1) of the *Condominium Act*, the Mortgagor hereby authorizes any officer of the Mortgagee to apply at any time and from time to time to the Strata Corporation on behalf of the Mortgagor for a Certificate in Form "A" of the Schedule of the *Condominium Act* that no monies are owing to the Strata Corporation by the Mortgagor;
 - (g) **Notices** - the Mortgagor further covenants and agrees with the Mortgagee upon the request of the Mortgagee, to deliver to the Mortgagee copies of all notices of meetings, minutes, financial statements and documents of a similar nature of the Strata Corporation and delivered by the Strata Corporation to the Mortgagor;
 - (h) **Leases** - if, at any time or times hereafter when any amount of the Principal Sum remains outstanding, the Mortgagor shall give possession of the Lands to a person on the basis of a lease, sublease or assignment of lease for a term of three years or more and by so doing be deemed pursuant to Section 69 of the *Condominium Act* to have assigned to the occupier all the Mortgagor's rights, powers, duties and obligations under the *Condominium Act*, then all sums owing under this Mortgage, shall, at the option of the Mortgagee immediately become due and payable.
27. **Time of Payments** - The Mortgagor agrees that any payments made to the Mortgagee hereunder after 2:00 p.m. Vancouver time on any day shall be deemed not to have been received by the Mortgagee until the opening of business on the next business day of the branch or office of the Mortgagee at which payments hereunder are required to be made.
28. **Discharge of Mortgage** - The Mortgagee shall have a reasonable time after payment of the Principal Sum, interest and other charges in full within which to prepare and execute a discharge of this Mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and the

Mortgagee's standard fee and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

29. **Fixtures** - The Mortgagor acknowledges and agrees that all erections, buildings, machinery, plant and improvements whatsoever, including furnaces, boilers, water heaters and all plumbing, air conditioning, ventilating and heating equipment, electric light fixtures, storm windows and storm doors, window screens and screen doors, refrigerators, ranges, dishwashers, clothes washers, clothes dryers, garbage compactors and any other appliances and all apparatus and equipment appurtenant thereto, which are now or which shall hereafter be put upon the Lands, are or shall thereafter be deemed to be fixtures and a part of the realty and the security for the moneys hereby secured, even though not attached otherwise than by their own weight.
30. **Prior Charges** - The Mortgagor covenants and agrees that if this Mortgage is subject to one or more prior mortgages, agreements for sale or other charges (hereinafter called "the prior mortgage"), the Mortgagor will pay or cause to be paid as they become due all payments whether for principal, interest, taxes, or otherwise under or by virtue of the prior mortgage and will otherwise observe, perform and comply with the covenants, provisos and agreements therein contained; that any default thereunder shall be deemed to be a default hereunder and shall entitle the Mortgagee to exercise any and all remedies available to the Mortgagee in the event of default hereunder; that the Mortgagee may at his option make any payment or cure any default under the prior mortgage and any amount or amounts so paid together with all costs, charges, expenses and outlays of the Mortgagee thereby incurred shall be added to the Principal Sum, shall bear interest at the Interest Rate from the date expended until paid, shall be payable with interest as aforesaid forthwith by the Mortgagor to the Mortgagee without demand and shall be a charge on the Lands, and the Mortgagee shall have the same rights and remedies to enforce payment thereof as he should have in the event of default in payment of any other moneys payable hereunder.
31. **Notices** - All demands or notices which may or are required to be given herein shall be in writing and shall be given personally by serving the same upon any officer of the party to be served or by mail by posting the same by prepaid registered mail addressed:

- (a) to the Mortgagor at the address set out in Item 3 of the Mortgage Form, and
- (b) to the Mortgagee at the address set out in Item 4 of the Mortgage Form,

or such other addresses as the parties may advise by notice in writing and any such demand or notice shall be deemed to have been received and effectively served, if mailed, on the second business day (excluding Saturday, Sunday and holidays) following posting and if served personally, on the day of delivery.

32. **Strikes etc.** - In the event that, at the time a demand or notice is mailed as provided in the immediately preceding section or at any time during the period of two business days (excluding Saturday, Sunday and holidays) following such mailing, postal or airline or airport employees are engaged in a strike, work slowdown, other work stoppage at the place at which the demand or notice is mailed or at the place to which the demand or notice is mailed or at any point through which such demand or notice must pass, such demand or notice shall be deemed to have been given and received at the time when such demand or notice would be received in the ordinary course of the mails, allowing for such strike, work slowdown or other work stoppage.
33. **Sale** - The Mortgagor acknowledges and agrees that, notwithstanding any other provisions contained in this Mortgage the whole of the principal sum remaining unpaid, interest accrued thereon and such further sum as would have been payable had the Mortgagor prepaid the whole of the sum remaining unpaid on that day shall, at the option of the Mortgagee, forthwith become due and payable if the Mortgagor sells, agrees to sell or otherwise disposes of the Lands or any part or parts thereof.
34. **Change of Control** - If the Mortgagor is a corporation the Mortgagor acknowledges and agrees that, notwithstanding any other provisions contained in this Mortgage the whole of the principal sum remaining unpaid, interest accrued thereon and such further sum as would have been payable had the Mortgagor prepaid the whole of the sum remaining unpaid on that day shall, at the option of the Mortgagee, forthwith become due and payable if in the opinion of the Mortgagee there is a change in effective control of the Mortgagor.

35. **No Obligation** - And it is expressly agreed between the parties that neither the execution nor registration of this Mortgage shall bind the Mortgagee to advance the Principal Sum, nor shall the advance of a part of the Principal Sum bind the Mortgagee to advance any unadvanced portion thereof, but nevertheless the estate and title hereby conveyed shall take effect forthwith upon the execution of this Mortgage by the Mortgagor and the expenses of the examination of the title and of this Mortgage are to be secured hereby and in the event of the whole or any balance of the Principal Sum not being advanced, the same are to be a charge upon the Lands and shall be payable forthwith and shall bear interest at the Interest Rate.
36. **Current or Running Account** - If Item 7 of the Mortgage Form indicates that this Mortgage secures a current or running account:
- (a) the Mortgagee may, from time to time, readvance to the Mortgagor any of the Principal Sum which may have been repaid by the Mortgagor;
 - (b) this Mortgage will continue to have effect and will not be deemed to have been discharged by reason only that:
 - (i) all advances and readvances have been repaid; or
 - (ii) there is nothing owing to the Mortgagee under this Mortgage;
 - (c) this Mortgage will remain as effective security for advances and readvances until the Mortgagee delivers a discharge of this Mortgage to the Mortgagor;
 - (d) section 35 of these Mortgage Terms shall not apply and until such time as the Mortgagee has demanded payment in full of the balance outstanding under the current or running account and hereunder, or until the Mortgagee has signed and provided the Discharge of Mortgage pursuant to clause (e) below, the Mortgagee shall be required to make advances or readvances on account of the current or running account upon request of the Mortgagor and as such this Mortgage shall have the priority to which it is entitled over all mortgages and judgments registered in the Land Title Office subsequent to the registration of this Mortgage pursuant to section 24(1)(d) of the *Property Law Act* to the

full extent of the advances and readvances made under the current or running account; and

- (e) section 28 of these Mortgage Terms shall not apply but when all amounts secured by this Mortgage have been paid in full and the Mortgagee has demanded payment in full or the Mortgagor has acknowledged in writing that the Mortgagee is under no further obligation to make advances or readvances on account of the current or running account then the Mortgagee will, at the request of the Mortgagor, prepare and sign a discharge of this Mortgage (the "Discharge of Mortgage") and will provide the Discharge of Mortgage to the Mortgagor when the Mortgagor has paid the Mortgagee's standard fee for signing a discharge of mortgage and all of the Mortgagee's expenses of preparing and executing the Discharge of Mortgage.

37. **Hazardous Substances** - The Mortgagor hereby:

- (a) **Definition** - agrees that the expression "hazardous substance" includes, without limitation, any substances, products, materials or goods which are hazardous or dangerous or potentially hazardous or dangerous to human, animal or plant health or life or the environment, and, in particular, includes any substances or special waste in or pursuant to any law, regulation or order of any authority of competent jurisdiction;
- (b) **Representations** - represents and warrants to the Mortgagee that to the best of the Mortgagor's information and belief, after due enquiry and investigation:
 - (i) the Lands have never been used to manufacture, refine, handle, store or dispose of any hazardous substances (except in compliance with all laws, regulations and orders);
 - (ii) the Lands do not contain any hazardous substances deposited, added or discharged by the Mortgagor or a prior owner, lessee or occupier of the Lands or any adjoining property;
- (c) **Covenant** - covenants and agrees with the Mortgagee that the Mortgagor will comply in all material respects with all environmental laws, rules and

regulations affecting or relating to the Lands and will assume and perform any and all environmental liabilities and obligations relating to the Lands including, without limitation, any liability for the clean-up of any hazardous substances on, under or emanating from the Lands; and

- (d) **Indemnity** - agrees to indemnify and hold the Mortgagee harmless from and against any and all liabilities, losses, claims, damages (including lost profits, consequential damages, interest, penalties, fines and monetary and other sanctions) incurred or suffered by the Mortgagee by reason of, or in any way related to, the breach of any of the representations and warranties set forth above or the breach of any of the covenants and agreements set forth above.
38. **Building Mortgage** - The Mortgagor covenants and agrees that if this Mortgage is a building mortgage, the Mortgagor after any of the Principal Sum has been advanced shall neither fail at any time for a period of thirty days diligently to carry on the work of construction of the building or buildings to be erected on the Lands, nor without the consent in writing of the Mortgagee depart in such construction from any plans and specifications thereof approved by the Mortgagee or if there are no such plans and specifications, from the generally accepted standards of construction in the locality of the Lands, nor permit any builder's or other liens to be registered against the Lands for any period exceeding thirty days; and upon any default thereof, as an additional remedy under this Mortgage, the Mortgagee at his option at any time thereafter through his servants, agents or contractors may enter on the Lands and proceed to complete the construction of the said building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Mortgagee in its absolute discretion shall elect, and all expenses of every nature incurred by the Mortgagee in going into possession and in completing and equipping the said building or buildings or in any way in connection therewith shall be payable forthwith by the Mortgagor to the Mortgagee and shall be secured hereby as a charge upon the Lands and shall bear interest at the Interest Rate from the time of such payments until paid.
39. **Maximum Return** - It is the intent of the parties hereto that the return to the Mortgagee pursuant to this Mortgage shall not exceed the maximum return permitted under

the laws of Canada and British Columbia and if the return to the Mortgagee would, but for this provision, exceed the maximum return permitted under the laws of Canada and British Columbia, the return to the Mortgagee shall be limited to the maximum return permitted under the laws of Canada and British Columbia and this Mortgage shall automatically be modified without the necessity of any further act or deed to give effect to the restriction on return set forth above.

40. **Leases and Rents** - If the Lands or any part thereof are at any time subject to a Lease the following provisions will apply:

(a) **Definitions** - in this section:

"Event of Default" means an event described in section 11;

"Guarantees" means each and every guarantee, indemnity or other surety contract, whether contained in a Lease or otherwise, present or future, with respect to the payment of Rents or performance by a Tenant of any other obligations under a Lease and "Guarantee" means one of the Guarantees;

"Guarantor" means each and every guarantor, indemnitor or other person liable to the Mortgagor pursuant to a Guarantee;

"Leases" means all present and future, written or oral leases, agreements to lease, tenancy agreements, licences and rights of occupation with respect to the Lands or any part or parts thereof and all agreements supplemental thereto and "Lease" means one of the Leases;

"Rents" means all rents and other monies payable to the Mortgagor under and pursuant to the Leases;

"Tenant" means any person, howsoever described, liable to the Mortgagor under a Lease.

(b) **Assignment** - The Mortgagor hereby grants, assigns, transfers and sets over unto the Mortgagee:

- (i) the Rents;

- (ii) all covenants, benefits and advantages contained in or to be derived from, the Leases;
- (iii) all covenants, benefits and advantages contained, in or to be derived from, the Guarantees;

to have and to hold and to receive the same unto the Mortgagee until all of the principal, interest, taxes, costs, expenses, insurance premiums and other monies and obligations howsoever due and payable or to become due and payable under this Mortgage have been fully paid and satisfied.

- (c) **Exercise of Rights** - The Mortgagee will not exercise its rights under this section unless and until an Event of Default has occurred, provided that:
 - (i) the Mortgagee may give notice, at any time, to any Tenant or Guarantor advising of this assignment but unless an Event of Default has occurred any such notice shall provide that the Rents are to continue to be paid to or to the order of the Mortgagor until otherwise directed by the Mortgagee; and
 - (ii) if an Event of Default has occurred, the Mortgagee may give notice in writing of this assignment to any Tenant or Guarantor directing payment of the Rents to the Mortgagee or its nominee and this will be an irrevocable direction by the Mortgagor to every Tenant and Guarantor that upon receipt of such notice all payments of rent are to be made as directed thereby.
- (d) **Representations and Warranties** - The Mortgagor hereby represents and warrants to the Mortgagee that:
 - (i) the Mortgagor has not previously assigned the Rents, Leases or Guarantees, in whole or in part, pursuant to an assignment which is presently in force;
 - (ii) all of the Rents are payable on a monthly basis and there is not now nor has there ever been any right of set-off, commutation or prepayment with respect to the Rents.

- (e) **Positive Covenants** - The Mortgagor hereby covenants and agrees with the Mortgagee that:
- (i) the Mortgagor will provide to the Mortgagee, forthwith upon request, a current list of all Leases and Guarantees in such detail as the Mortgagee may reasonably require and also, if requested by the Mortgagee, a copy of each Lease and Guarantee;
 - (ii) the Mortgagor will, forthwith upon notice from the Mortgagee that it requires the same, execute and deliver to the Mortgagee specific assignments of specific Leases and the Rents payable thereunder;
 - (iii) the Mortgagor will give to each Tenant and Guarantor, when directed by the Mortgagee, notice of this assignment and any specific assignment;
 - (iv) the Mortgagor will, at all times, observe and perform all of the Mortgagor's obligations under each of the Leases.
- (f) **Negative Covenants** - The Mortgagor will not, without the prior written consent of the Mortgagee:
- (i) accept prepayment of any Rents;
 - (ii) permit any set-off, waiver, release, discharge, discount or commutation of the payment of any of the Rents;
 - (iii) while any Event of Default is in existence, modify, amend, surrender, cancel or terminate any of the Leases or the Guarantees.
- (g) **Attorney** - The Mortgagor hereby nominates, constitutes and appoints the Mortgagee to be its true and lawful attorney for and in its name, but for the use and benefit of the Mortgagee, to demand, recover and enforce payment of all Rents and for such purposes to institute such actions at law or in equity and take such proceedings by distress or otherwise as the Mortgagee shall from time to time deem fit and proper and for the purposes aforesaid or any of them to make, assign and execute any and all Warrants of Distress and other documents in the name of the Mortgagor as the Mortgagee shall deem fit or proper, the cost of all

such distraints and all other expenses to be paid by the Mortgagor and to be added to and form part of the Principal Sum and to bear interest at the Interest Rate; and the Mortgagor agrees with the Mortgagee that this Power of Attorney may be exercised on behalf of the Mortgagee through any one of its officers and that it shall be irrevocable so long as any monies remain owing under this Mortgage.

- (h) **Notice Effective** - No Tenant or Guarantor will be bound to ascertain whether or not an Event of Default has occurred or is continuing and whether or not an Event of Default has occurred and any notice of this assignment will be valid and effective as regards any Tenant or Guarantor even though no Event of Default has occurred or is continuing and the remedy, if any, of the Mortgagor will be against the Mortgagee only.
- (i) **Mortgagee Not Responsible for Collections** - Nothing herein contained shall be construed so as to have the effect of making the Mortgagee responsible for the collection of the Rents or any part or parts thereof or for the observance or performance of any of the covenants, terms or conditions to be observed or performed by the Mortgagor under any of the Leases.
- (j) **Accounting** - The Mortgagee shall be liable to account only for such monies as may actually come into its hands by virtue of this assignment, less proper collection charges, and such monies when so received by the Mortgagee shall be applied on account of the monies secured by this Mortgage.
- (k) **Proceedings** - If the Mortgagee at any time in its absolute discretion deems it advisable to take proceedings either judicially or extrajudicially by way of distress or otherwise for the enforcement of the payment of the Rents or performance of the obligations of any Tenant or Guarantor then the Mortgagor will, if requested by the Mortgagee, join with the Mortgagee in such proceedings and the Mortgagor hereby irrevocably authorizes the Mortgagee to join the Mortgagor in such proceedings.

41. **Joint Obligations** - If the Mortgagor is more than one person every covenant, condition and proviso on the part of the Mortgagor to be observed and performed hereunder shall be the joint and several covenant, condition and proviso of each of the persons comprising the Mortgagor.
42. **Heirs etc.** - And it is expressly agreed between the parties hereto that all grants, covenants, provisos, and agreements, rights, powers, privileges, and liabilities contained in this Mortgage shall be read and held as made by and with and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places.
43. **Gender** - Wherever the singular or masculine is used throughout this Mortgage the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require and vice versa.

END OF SET

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
ECOASIS DEVELOPMENTS LLP AND OTHERS

BETWEEN:

SANOVEST HOLDINGS LTD.

PETITIONER

AND:

ECOASIS DEVELOPMENTS LLP, ECOASIS BEAR
MOUNTAIN DEVELOPMENTS LTD., ECOASIS RESORT
AND GOLF LLP, 0884185 B.C. LTD., 0884188 B.C. LTD.,
0884190 B.C. LTD., 0884194 B.C. LTD., BM 81/82 LANDS
LTD., BM 83 LANDS LTD., BM 84 LANDS LTD., BM
CAPELLA LANDS LTD., BM HIGHLANDS GOLF COURSE
LTD., BM HIGHLANDS LANDS LTD., BM MOUNTAIN
GOLF COURSE LTD. and BEAR MOUNTAIN
ADVENTURES LTD.

RESPONDENTS

CONSENT

Alvarez & Marsal Canada Inc. does hereby consent to its appointment as Receiver of the assets of Ecoasis Developments LLP, Ecoasis Bear Mountain Developments Ltd., Ecoasis Resort and Golf LLP, 0884185 B.C. Ltd., 0884188 B.C. Ltd., 0884190 B.C. Ltd., 0884194 B.C. Ltd., BM 81/82 Lands Ltd., BM 83 Lands Ltd., BM 84 Lands Ltd., BM Capella Lands Ltd., BM Highlands Golf Course Ltd., BM Highlands Lands Ltd. and BM Golf Mountain Golf Course Ltd. and certain assets of Bear Mountain Adventures Ltd. and is a proper person to act in that capacity.

DATED at the City of Vancouver, Province of British Columbia, this 23rd day of May, 2024.

This is Exhibit B referred to in the Alvarez & Marsal Canada Inc.
affidavit of Suzanne Volkow
made before me on this 23rd Per: [Signature]
day of May 20 24 Name: Anthony Tillman

A Commissioner for taking
Affidavits for British Columbia