

This is Exhibit X referred to in the affidavit of  
MARK KATZ sworn (or affirmed)  
 before me on ..... [dd/mmm/yyyy]

139 7225 ONTARIO LIMITED

.....  
 A Commissioner for taking Affidavits  
 within British Columbia  
 Ontario

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, 0780293 B.C. LTD. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

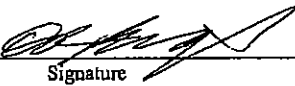
this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Kelowna BC this 24 day of January, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

<u>0780293 B.C. LTD.</u>	Name of Corporation	C/S
<u>C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2</u>	Address of Corporation	
By: <u></u>	Signature	
<u>PRESIDENT</u>	Title	
_____	Signature	
_____	Title	

Execution by Borrower:

<u>682202 B.C. Ltd.</u>	Name of Borrower	C/S
By: _____	Signature	
_____	Title	
By: _____	Signature	
_____	Title	

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JANUARY, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

<u>398810 B.C. LTD.</u> Name of Corporation	C/S
<u>C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2</u> Address of Corporation	
By: _____ Signature Title	
_____ Signature Title	

Execution by Borrower:

<u>682202 B.C. Ltd.</u> Name of Borrower	C/S
By: <u>[Signature]</u> <u>TREASURER</u> Signature Title	
By: <u>[Signature]</u> <u>VICE-PRESIDENT</u> Signature Title	

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, CHAPLIN VENTURES LTD. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JAN., 2007

Execution by the party making the assignment and postponement (the "Undersigned")

Where the Undersigned is a Corporation:

Chaplin Ventures Ltd.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: [Signature] PRESIDENT  
Signature Title

\_\_\_\_\_  
Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title

C/S

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, COLTER INVESTMENTS (GP) LTD. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
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  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with



the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
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17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
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this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

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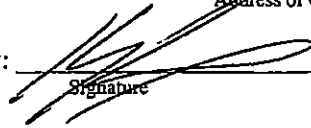
Date at BRITISH COLUMBIA this 17 day of JAN., 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

Colter Investments (GP) Ltd.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

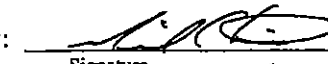
By:  SECRETARY  
Signature Title

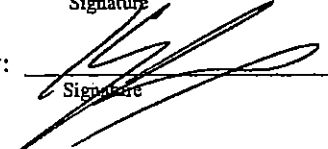
Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By:  TREASURER  
Signature Title

By:  VICE-PRESIDENT  
Signature Title

C/S

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, COLTER INVESTMENTS LP (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
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5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
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  - c) give additional security to,
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  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

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9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JAN., 2008<sup>7</sup>

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

Colter Investments LP, by its General Partner,  
Colter Investments (GP) Ltd.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: [Signature] SECRETARY  
Signature Title

\_\_\_\_\_  
Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title

C/S

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, MICHAEL CHAPLIN (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.

15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JAN, 2007

Execution by the party making the assignment and postponement (the "Undersigned")

Where the Undersigned is an individual:

Signed, Sealed and Delivered

By MICHAEL CHAPLIN  
Full Name

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Full Address

07 25 63  
Birthdate



in the presence of: \_\_\_\_\_  
Witness

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] \_\_\_\_\_  
Signature Title

By: [Signature] \_\_\_\_\_  
Signature Title

C/S



1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, GRAHAM PARKER (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Ontario this 19<sup>th</sup> day of Jan., 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

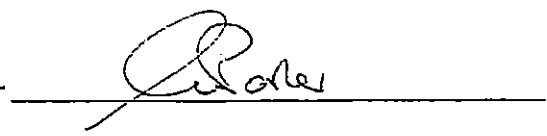
Where the Undersigned is an individual:

Signed, Sealed and Delivered

By Graham Parker  
Full Name

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Full Address

19-08-48  
Birthdate



in the presence of:   
Witness

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Signature Title

C/S

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JANUARY, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is an individual:

Signed, Sealed and Delivered

By Graham Parker  
Full Name

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Full Address

\_\_\_\_\_  
Birthdate

in the presence of: \_\_\_\_\_  
Witness

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title

C/S

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, PATRICK BYRNE (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Ontario this 19th day of January, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

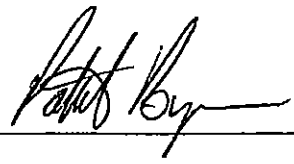
Where the Undersigned is an individual:

Signed, Sealed and Delivered

By Patrick Byrne  
Full Name

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Full Address

JULY 20, 1957  
Birthdate



in the presence of   
Witness

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Signature Title

C/S

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JANUARY, 2006

Execution by the party making the assignment and postponement (the "Undersigned")

Where the Undersigned is an individual:

Signed, Sealed and Delivered

By Patrick Byrne  
Full Name

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Full Address

\_\_\_\_\_  
Birthdate

in the presence of: \_\_\_\_\_  
Witness

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title

C/S



1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, KINGSWAY ARMS HOLDINGS B.C. LTD. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.

21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Ontario this 19<sup>th</sup> day of January, 2007

Execution by the party making the assignment and postponement (the "Undersigned")

Where the Undersigned is a Corporation:

KINGSWAY ARMS HOLDINGS B.C. LTD.  
Name of Corporation

C/O 1200-700 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: [Signature] [Signature]  
Signature Title

\_\_\_\_\_  
Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Signature Title

C/S

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JANUARY, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

<u>KINGSWAY ARMS HOLDINGS B.C. LTD.</u> Name of Corporation	C/S
<u>C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2</u> Address of Corporation	
By: _____ Signature Title	
_____ Signature Title	

Execution by Borrower:

<u>682202 B.C. Ltd.</u> Name of Borrower	C/S
By: <u>[Signature]</u> <u>TREASURER</u> Signature Title	
By: <u>[Signature]</u> <u>VICE-PRESIDENT</u> Signature Title	

1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, KINGSWAY ARMS HOLDINGS INC. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.

15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Ontario this 19<sup>th</sup> day of January, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

Kingsway Arms Holdings Inc.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: [Signature] [Signature]  
Signature Title

Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Signature Title

C/S

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

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Date at BRITISH COLUMBIA this 17 day of JANUARY, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

Kingsway Arms Holdings Inc.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: \_\_\_\_\_ C/S

Signature Title

\_\_\_\_\_  
Signature Title

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title

C/S



1397225 ONTARIO LIMITED

### ASSIGNMENT AND POSTPONEMENT

In consideration of advances made or to be made to 682202 B.C. LTD. (the "Borrower") by 1397225 ONTARIO LIMITED (the "Lender"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, KINGSWAY ARMS MANAGEMENT SERVICES INC. (the "Undersigned") hereby assigns and transfers all indebtedness, present and future, direct and indirect, absolute and contingent, of the Borrower to the Undersigned (collectively, the "Claims") unto the Lender by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Lender (collectively, the "Secured Obligations") and agrees that:

1. The Lender shall not be bound to demand payment of the Claims or any part thereof or take any proceeding to collect any Claim or to enforce any security in respect thereof except as the Lender may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Lender may prove in respect of the Claims hereby assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Secured Obligations as the Lender shall see fit, until the whole of such Secured Obligations have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Secured Obligations and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Lender will release to the Undersigned the Lender's claim under this agreement in respect of the Claims.
4. All moneys received by the Undersigned from the Borrower shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender until the whole of the Secured Obligations have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Claims contained herein:
  - a) is in addition to and not in substitution for any other security held by the Lender;
  - b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Lender with respect to any of the Secured Obligations or any other securities; and
  - c) shall not be terminated by reason of any partial payment on account of the Secured Obligations made by the Borrower or the Undersigned or any Secured Obligations ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Secured Obligations.
6. The Lender shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Claims in whatever way the Lender considers desirable.
7. The Lender may:
  - a) grant time, renewals, extensions, indulgences, releases and discharges to,
  - b) take securities from,
  - c) give additional security to,
  - d) abstain from taking additional security from,
  - e) abstain from perfecting securities of,
  - f) accept composition from, and
  - g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Claims, as the Lender may see fit, without prejudice to the right of the Lender to hold, deal with and realize on any of the Claims, in whatever way the Lender considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Lender, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any moneys owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Lender's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Lender, the Undersigned will not assign any of the Claims to any other person or ask for or obtain any negotiable paper or other evidence of the Claims.
11. The Borrower acknowledges that the Claims are not the subject of nor will any future Claim be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Lender that the Undersigned holds no security for the Claims or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Lender that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Claims, without the written consent of the Lender first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
  - a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or
  - b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Secured Obligations whether incurred before or after this agreement and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Lender hereunder and under any other agreement now or at any time hereafter in force between the Lender and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Lender at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Lender from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in

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- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at Ontario this 19<sup>th</sup> day of January, 2007

Execution by the party making the assignment and postponement (the "Undersigned")

Where the Undersigned is a Corporation:

Kingsway Arms Management Services Inc.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: [Signature] PRESIDENT  
Signature Title

\_\_\_\_\_  
Signature Title

C/S

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Signature Title

C/S

this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.

- 20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.
- 21. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Date at BRITISH COLUMBIA this 17 day of JAN, 2007

*Execution by the party making the assignment and postponement (the "Undersigned")*

Where the Undersigned is a Corporation:

Kingsway Arms Management Services Inc.  
Name of Corporation

C/O 1200-200 Burrard St., Vancouver, BC V7X 1T2  
Address of Corporation

By: \_\_\_\_\_ C/S

Signature Title

\_\_\_\_\_  
Signature Title

Execution by Borrower:

682202 B.C. Ltd.  
Name of Borrower

By: [Signature] TREASURER  
Signature Title

By: [Signature] VICE-PRESIDENT  
Signature Title