

February 15, 2016



**Sunshine Coast
CREDIT UNION**

Together, we enrich lives.

Gibsons Community Building Society
P.O. Box 191
473 Gower Point Road
Gibsons, B.C. V0N 1V0
Attn: Errol Lipschitz and Jonah Spiegelman

Dear Errol and Jonah,

RE: COMMERCIAL LOAN COMMITMENT \$1,000,000

We are pleased to advise that Sunshine Coast Credit Union (“the Credit Union”) approved a Credit Accommodation on February 2, 2016. At that time, the parties agreed in principal to the following terms and conditions:

Borrower: Gibsons Community Building Society (the “Borrower”)

Indemnitor: 0987152 B.C. Ltd. (the “Indemnitor”)

Loan Amount: \$500,000 “Construction Loan”
\$500,000 “Line of Credit”
(Collectively the “Construction Financing”)
The \$500,000 Construction Loan will be disbursed when the Line of Credit Facility is fully utilized. At no time will the Construction Financing exceed \$1,000,000.

Purpose: For the purposes of assisting with the construction of the Gibsons Public Market.

Interest Rate:

Construction Loan:	Prime + 1.2%
Line of Credit:	Prime + 1.2%

www.sunshineccu.com

GIBSONS BRANCH
P.O. Box 715
985 Gibsons Way
Gibsons, B.C. V0N 1V0
Tel 604-886-8121
Fax 604-886-4831
Toll Free 1-800-734-6204

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Secheit, B.C. V0N 3A0
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FOI-2016-01

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Loan Term: Construction Loan - Open during 1 year construction period.

Line of Credit - Payable On Demand.

Upon completion of construction the Construction Financing will be termed out on a three year term based on a 25 year amortization with a rate of Prime + 1.2%.

After the first 3 year term, the interest rate will be re-negotiated based on prevailing rates except in the case of default.

Advances: The CreditMaster Commercial First Mortgage will be re-advanceable according to the CreditMaster Mortgage Program.

Repayment: Construction Loan: Monthly interest only payments through the construction period. Blended monthly payments of principal and interest to commence within 30 days of completion of the project. Monthly blended payment amount to be determined based on balance outstanding.

Line of Credit: Monthly interest only payments payable on the 27th through the construction period. At the conclusion of construction, any balance remaining in the Line of Credit will be termed out into the Loan.

Prepayment - Advances and Repayment:

Additional terms and conditions apply to Full Penalty mortgages as set out in the CreditMaster Commercial Mortgage – Standard Mortgage Terms Filing Number: #MT030098.

The Construction Financing will be in an Open Term during the construction period.

The mortgage(s) may be prepaid up to 20% per annum, of the original amount, on the anniversary date without notice or bonus.

Security:

The unlimited corporate indemnity of 0987152 B.C. Ltd. supported by an existing Creditmaster first mortgage and assignment of rents over:

1. 473 Gower Point Road, Gibson
PID: 010-914-528
Legal Address: PL VAP4856 LT C DL 685 LD 36 Block 22 to 27, Group 1

Mortgage registration #: CA3520319
Assignment of Rents registration #: CA3520320

2. Director's Resolution to confirm that 0987152 B.C. Ltd. can provide corporate indemnity.

For the whole account:

Sunshine Coast Credit Union to be named First Loss Payable on Fire Insurance.
A General Security Agreement

Insurance:

For the Whole Account- All improvements must be insured for the minimum term of the loan against all hazards for their full insurable value with loss payable to Sunshine Coast Credit Union.

Fees:

Application Fee	\$ waived
Commitment Fee	\$ waived
Annual Review Fee	\$ waived
Monthly LOC Fee	\$ waived

Conditions/Reporting Requirements:

- Financial Statements for Gibsons Community Building Society and 0987152 B.C. Ltd. are to be provided annually and not more than 120 days after year-end. If not received in this time period, with no reasonable explanation, a \$100 late fee will be charged and increased monthly until received. An annual credit check on the principal is conducted during the review of financial statements; other conditions as outlined in the Creditmaster Commercial Term Loan Agreement.
- Cash Flow Projection for construction period and year one of operations to be provided no later than March 31, 2016.

- Upon execution of this agreement, the Indemnitor will sign a Loan Renewal Document increasing the interest rate to Prime + 1.2% for Mortgage Loan #200012493948.
- One year after the Construction Financing has been advanced, the balances of the Construction Loan and Line of Credit will be consolidated and replaced by a new Term Loan. At that time, the balance of the existing Loan #200012493948 which is currently held by 0987152 B.C. Ltd., will be paid out by the Gibsons Community Building Society and consolidated with the Construction Financing.

Loan Agreement:

The terms and conditions contained in this commitment together with such further terms and conditions as the Credit Union's solicitors deem advisable will be incorporated in the Loan Agreements. Such Loan Agreements may elaborate and expand upon the terms and conditions set forth in this commitment but will not change the intent of this commitment

Documentation:

The preparation of all legal documentation in connection with the Term Loan mortgages, including registration of any documents requiring registration on behalf of Sunshine Coast Credit Union may be done by:

Flemming & Sombrowski Law Office

The cost thereof, including all legal, appraisal, inspection and other professional fees and expenses will be paid by the Borrower.

Solicitor's Opinion:

The whole of these arrangements will be subject to the solicitors for the Credit Union being satisfied as to the title of any property being mortgaged and charged, the form and content of the Loan Agreements and any security documents, the corporate status of the Borrower and as to all legal matters pertaining to the loans and compliance with the conditions herein.

Acceptance:

This commitment will be open for acceptance by the Borrower by signing and returning the enclosed duplicate of this letter before close of business **February 19, 2016** and upon acceptance by the Borrower this letter will constitute a binding agreement of the Credit Union to lend and of the Borrower to borrow on the terms and conditions herein contained.

February 15, 2016
Gibsons Community Building Society

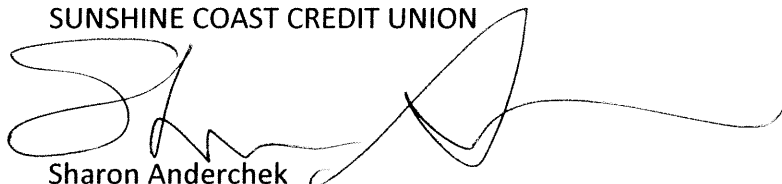
Change in Risk:

Notwithstanding any other provision of this commitment the Credit Union will not be obliged to advance the Loan accommodation in whole or in part, if the Credit Union in its sole and absolute opinion determines that there has been a material adverse change in the risk to the Credit Union in relation to the Loan accommodation.

If the above-noted arrangements are satisfactory, please so indicate by executing the enclosed duplicate of this letter and returning it to us on or before the time specified.

Thank you for the opportunity to provide this service.

Yours truly,
SUNSHINE COAST CREDIT UNION



Sharon Anderchek
Commercial Services Advisor
Sunshine Coast Credit Union

Acknowledged and agreed to this _____ day of _____, 2015

Corporation name: **Gibsons Community Building Society**

Per its authorized signatories:

AUTHORIZED SIGNOR

AUTHORIZED SIGNOR