

# LOAN AGREEMENT

This Loan Agreement ("Agreement") is made as of 7 February 2025, by and between:

**Lui Holdings Corp.**

(hereinafter referred to as the "Lender")

**and**

**Yorkton Equity Group INC.**

3165 -10180 101 ST NW EDMONTON AB T5J 3S

(hereinafter referred to as the "Borrower")

## RECITALS

WHEREAS, the Lender agrees to extend a loan to the Borrower under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### 1. LOAN AMOUNT

The Lender hereby agrees to loan the Borrower the principal sum of **One Million Four Hundred Thousand Dollars (\$1,400,000)** (the "Loan Amount").

### 2. INTEREST RATE

The Loan Amount shall bear interest at an annual rate of **3.05%**, calculated on the outstanding principal balance.

### 3. TERM

This loan shall constitute an open term loan, allowing the Borrower to repay the Loan Amount in full at any time without incurring any prepayment penalties.

### 4. PAYMENT TERMS

- (a) The Borrower shall make interest payments quarterly, commencing on 1 April 2025.
- (b) The principal balance shall be due and payable in full upon demand by the Lender.

### 5. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants that:

- (a) It is duly organized and validly existing under the laws of Canada and the Province of Alberta.

- (b) It possesses the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (c) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions.

## **6. CONFIDENTIALITY OBLIGATIONS**

- (a) Each party agrees to maintain the confidentiality of all confidential or proprietary information disclosed by the other party (the "Confidential Information").
- (b) Confidential Information shall not include information that:
  - (i) is or becomes publicly known through no breach of this Agreement;
  - (ii) is received from a third party without breach of any obligation of confidentiality;
  - (iii) is independently developed by the receiving party without use of or reference to the Confidential Information.
- (c) The parties agree not to disclose the Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law.

## **7. DEFAULT**

- (a) An event of default shall occur if:
  - (i) the Borrower fails to make any payment when due;
  - (ii) the Borrower becomes insolvent or bankrupt;
  - (iii) any representation or warranty made by the Borrower proves to be false or misleading.
- (b) Upon the occurrence of an event of default, the Lender may declare the entire unpaid principal amount, together with all accrued interest, immediately due and payable, and may exercise all rights and remedies available under applicable law.

## **8. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of Canada and the Province of Alberta.

## **9. AMENDMENT**

This Agreement may only be amended or modified by a written instrument executed by both parties.

## **10. ASSIGNMENT**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that the Lender may assign its rights without the Borrower's consent to any affiliate or in connection with a sale of all or substantially all of its assets.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

## **12. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **13. NOTICES**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail, or sent by electronic mail to the addresses set forth above or such other address as either party may designate by written notice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Loan Agreement as of the date first above written.

### **LUI HOLDINGS CORP.**

By: "Ben Lui"  
Name: Ben Lui  
Title: President  
Date: February 7, 2025

### **YORKTON EQUITY GROUP INC.**

By: "William Harper"  
Name: William Harper  
Title: Acting Chief Financial Officer  
Date: February 7, 2025