

RECEIVED

JUL 30 2019

**VANCOUVER
SUPREME COURT SCHEDULING**

**Court file No. S1710393
Vancouver Registry**

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF ALL CANADIAN INVESTMENT CORPORATION

(the "Petitioner")

MONITOR'S FOURTEENTH REPORT TO COURT

JULY 30, 2019

Boale, Wood & Company Ltd.

Monitor appointed in the
Companies' Creditors Arrangement Act proceedings of
All Canadian Investment Corporation

**Suite 1140 – 800 West Pender Street
Vancouver, B.C. V6C 2V6**

TABLE OF CONTENTS

A. INTRODUCTION	2
B. DISCLAIMER AND TERMS OF REFERENCE.....	3
C. COURT APPLICATIONS AND ORDERS GRANTED.....	4
D. PETITIONER’S ORDERLY WIND-DOWN OF THE BUSINESS	5
E. CONCLUSIONS AND RECOMMENDATIONS.....	9

Appendices

- A. Order of Honourable Mr. Justice Walker dated April 26, 2019**
- B. Lee Road Property Purchase and Sale Agreement**
- C. 1703 – 188 Agnes Street Purchase and Sale Agreement**
- D. Cushman & Wakefield Letter Report on Altezza Property**
- E. Cushman & Wakefield Listing Update on Sperling Property**

A. INTRODUCTION

1. This report (the “**Fourteenth Report**”) is filed by Boale, Wood & Company Ltd. (“**BWC**”) in its capacity as monitor (the “**Monitor**”) appointed in a proceeding commenced on November 8, 2017 by All Canadian Investment Corporation (the “**Petitioner**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.-36, as amended (the “**CCAA Proceedings**”).
2. The purpose of the Fourteenth Report is to provide the Court with:
 - a) an update on Court applications and Orders granted;
 - b) an update on the Petitioner’s orderly wind-down of the business; and
 - c) the Monitor’s conclusions and recommendation.

B. DISCLAIMER AND TERMS OF REFERENCE

3. Except as specified, in preparing this report the Monitor has obtained and relied upon unaudited, draft and/or internal information which Management advises has been compiled from the Petitioner's books and records. Where available, the Monitor has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.
4. Except as otherwise described in this report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
 - b) the Monitor has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
5. This Report has been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. COURT APPLICATIONS AND ORDERS GRANTED

6. The Petitioner made application to extend the stay of proceedings on April 24, 2019. Upon hearing the Petitioner's application, the Honourable Mr. Justice Walker ordered an extension of the stay of proceedings until October 1, 2020. A copy of this Order is attached hereto as **Appendix A**.
7. The Petitioner's application for directions on how the Preferred Shareholders' claims against ACIC should be treated in the Petitioner's Plan of Arrangement (the "Preferred Shareholder Hearing") commenced on June 18, 2019. At the conclusion of the 2½ day hearing the Honourable Mr. Justice Walker reserved His decision. It is anticipated that the Honourable Mr. Justice Walker's decision will be rendered prior to the next scheduled hearing in these proceedings, which is currently scheduled for Friday, September 27, 2019.
8. The Petitioner has filed a Notice of Application set for Thursday, August 1, 2019 in which it will be seeking an order approving a sale of the Lee Road Property.
9. That sale is supported by the Monitor as described below.
10. A copy of the Offer is attached to this Report as Appendix B.
11. The Notice of Application and supporting Affidavits (Affidavit #1 of C. Cochrane and Affidavit #1 of D. Milligan) are posted on the Monitor's website.

D. PETITIONER'S ORDERLY WIND-DOWN OF THE BUSINESS

Real Property Update

12. Since the Monitor's twelfth report dated April 24, 2019 the Petitioner has continued its efforts to sell real properties and realize on its loan portfolio.
13. The efforts of the Petitioner have resulted in the following completed sales:

Beta Property

- The sale of the retail component of the Beta property for \$2,200,000 completed on June 28, 2019. The net sale proceeds were used firstly to payout Blueshore Financial Credit Union, the first priority mortgagee and secondly to significantly paydown Bancorp Financial Services Inc., the second priority mortgagee.

1406 – 188 Agnes Street Property

- The sale of 1406 – 188 Agnes Street, New Westminster completed on May 23, 2019. The net sale proceeds of \$399,656.36 were paid into Court pending determination of the priority of outstanding GST debt of the borrower of approximately \$2,200,000. The total funds paid into Court to date from the sale of Agnes Street properties are \$816,906.16.

Lee Road Property

14. The efforts of the Petitioner have resulted in a purchase and sale agreement being entered into for Lot 137 Lee Road, Garden Bay (the "Lee Road Property") in the amount of \$76,000 plus GST. A copy of the purchase and sale agreement is attached as **Appendix B** to this report. This vacant parcel of land has been listed for sale on the Multiple Listing Service since August 2016. The list price was \$99,000 until January of this year, when the list price was reduced to \$89,000. The Monitor has spoken to the listing agent on several occasions and is aware of the

efforts made to sell the Lee Road Property as outlined in the materials filed by the Petitioner in support of its application to have the sale approved. The Monitor is satisfied that the Lee Road Property has been properly exposed to the market and that the sale price negotiated represents fair market value and, therefore, supports the application being made by the Petitioner to have the sale approved.

Pender Island - Lot 4

15. Lot 4 on Pender Island has been listed for sale on the Multiple Listing Service with David Milligan since May 2018. The list price was \$799,000 until December 2018 when the list price was reduced to \$749,000. There has been interest in the property but no offers have been received.

Pender Island - Lot 6

16. Lot 6 on Pender Island has been listed for sale on the Multiple Listing Service with David Milligan since February of this year. The list price was \$1,149,000 until July when the list price was reduced to \$999,000. There has been interest in the property but no offers have been received.

1703 – 188 Agnes Street Property, New Westminster (“1703 – 188 Agnes”)

17. The efforts of the Petitioner have resulted in a purchase and sale agreement being entered into for 1703 – 188 Agnes in the amount of \$600,038 plus GST. A copy of the Offer is attached as **Appendix C** hereto. The subjects are expected to be removed on July 30, 2019. This property has been listed for sale on the Multiple Listing Service since May 2018. The property was initially listed by Anna Hong Guo for \$801,000 plus GST. The list price was reduced to \$729,000 plus GST in October 2018 and then further reduced to \$698,000 plus GST in November 2018. In January 2019, when Anna Hong Guo’s listing expired, the property was listed for sale with Ryan Eagleton at a list price of \$649,000 plus GST. The list price was dropped to \$610,000 plus GST in May 2019. The Monitor has spoken to the listing agent on several occasions and is aware of the efforts made to sell the property. The Monitor is satisfied that the property has been properly exposed to

the market and that the sale price negotiated represents fair market value and, therefore, will support an application being made by the Petitioner to have the sale approved assuming subjects are removed.

1801 – 188 Agnes Street Property

18. 1801 – 188 Agnes Street, New Westminster has been listed for sale on the Multiple Listing Service since May 2018. The property was initially listed by Anna Hong Guo for \$1,049,000 plus GST. The list price was reduced to \$998,888 plus GST in July 2018, further reduced to \$968,888 plus GST in October 2018 and further reduced to \$938,000 in November 2018. In January 2019, when Anna Hong Guo's listing expired, the property was listed for sale with Ryan Eagleton at a list price of \$875,000 plus GST. The list price was dropped to \$799,000 plus GST in May 2019. There has been one offer received for this property however the purchaser failed to remove subjects.

Altezza Property

19. 4704 and 4712 Hastings Street (the "**Altezza Property**") have been listed for sale with Cushman & Wakefield for \$4,400,000 since January 8th, 2019. A brief letter report from the listing agents is attached hereto as **Appendix D** to this report. The listing agents are recommending that the list price for the Altezza Property be reduced to \$3,900,000 based on their analysis of recent sales of similar properties. Based on the analysis done by the agents, the fact that no offers have been received and the recent decline in the real estate market, the Monitor agrees that the list price should be reduced to \$3,900,000 when the current listing period expires at the end of July 2019.

Sperling Property

20. The Monitor requested an update from Cushman & Wakefield with respect to the listing of the Sperling property which is attached hereto as **Appendix E** to this report. Cushman & Wakefield's Executive Summary estimates the current price (before rezoning) that a speculative purchaser may be willing to pay to be between \$6.5 and \$7.5 million. After rezoning the value of the property is estimated to be

between \$7.7 and \$10 million. Cushman & Wakefield's recommendation is that the listing of the property should be deferred until the City of Burnaby Lochdale Plan is finalized or at least until the policy framework is known, which could happen in the next 6 months. Given the significantly higher value that could be realized if the property is rezoned, the Monitor agrees that the listing of the property should be deferred until there is more certainty regarding the potential rezoning of the property.

E. CONCLUSIONS AND RECOMMENDATIONS

21. The Monitor is satisfied that the Petitioner is continuing to make progress with respect to the sale of its assets.
22. The Monitor agrees that the list price of the Altezza Property should be reduced from \$4,400,000 to \$3,900,000 and that the listing of the Sperling property should be deferred until there is more certainty with respect to the potential rezoning of the property.
23. The Monitor is satisfied that both the Lee Road and the 1703 – 188 Agnes properties have been adequately marketed and that the sale price for these properties represents fair market value.
24. The Monitor supports the application to Court by the Petitioner to approve the sale of Lee Road and the sale of 1703 – 188 Agnes on the terms and conditions of the offers attached to this report.

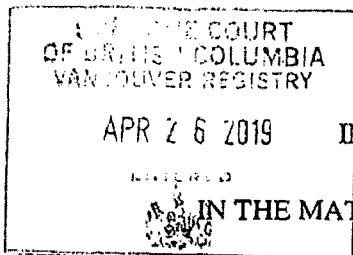
DATED at the City of Vancouver, British Columbia, this 30th day of July, 2019.

Boale Wood and Company Ltd.
Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation


Per: John D. McEown, CPA, CA, CIRP

APPENDIX A

**Order of Honourable Mr. Justice Walker
dated April 26, 2019**



No. S-1710393
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED
AND
IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, C.57, AS AMENDED
AND
IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985,
C. C-44, AS AMENDED
AND
IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
ALL CANADIAN INVESTMENT CORPORATION

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) FRIDAY, THE 26TH DAY
MR. JUSTICE WALKER) OF APRIL, 2019
)

ON THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the 26th day of April, 2019; AND ON HEARING Jeremy D. West, counsel for the Petitioner, Douglas B. Hyndman, counsel for the Monitor, Boale, Wood & Company Ltd., John D. Whyte, the Representative Counsel for the Redeeming Shareholders, and Mark R. Davies, the Representative Counsel for the Non-Redeeming Shareholders of the Petitioner, as more particularly described in the British Columbia Supreme Court Order pronounced on April 5, 2019 in these proceedings; AND UPON READING the materials filed; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the *British Columbia Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court:

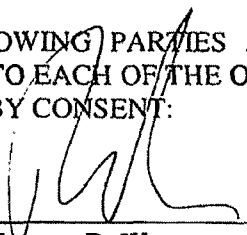
THIS COURT ORDERS that:

1. The time for service of this Notice of Application and the materials herein is abridged such that the application is properly returnable on Friday, April 26, 2019.
2. Service hereof upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor is hereby dispensed with.

3. The stay of proceedings provided for in the order pronounced by this Honourable Court on January 23, 2019 is hereby extended to October 1, 2019;
4. The proceedings are adjourned to September 27, 2019;
5. The hearing of the Petitioner's Notice of Application dated January 25, 2019, is reset for a three (3) day hearing commencing June 18, 2019;
6. the Representative Counsel's Charge granted by Order pronounced March 26, 2019 in favour of lakes, Whyte LLP is increased by the sum of \$3,600 to a total amount of \$76,996;
7. Richards Buell Sutton LLP, previously defined in the Order pronounced April 5, 2018 as the Non-Redeeming Shareholder Counsel, is granted a charge of \$35,608 over the property of the Petitioner in respect of its anticipated fees, disbursements, and taxes thereon incurred as a result of performing the services described in the budget attached hereto as Schedule "A" (the "Non-Redeeming Shareholder Counsel Charge");
8. The Non-Redeeming Shareholder Counsel Charge ranks in priority over the claims by all creditors and other charges, except for claims by creditors that are known as of the date of the order pronounced March 26, 2019. For clarity, the Non-Redeeming Shareholder Counsel Charge shall be subordinate to the Administration Charge, the Interim Lender's Charge, the Directors Charge, and any other obligation of the Petitioner set out in the Order of this court pronounced on November 10, 2017;
9. The Honourable Mr. Justice Walker is seized of the following related proceedings filed in the Vancouver Registry of the Supreme Court of British Columbia;
 - a. VLC S-H-180143; and
 - b. VLC S-S-184595;

10. The approval of counsel as to form listed as Schedule "B" hereto, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND
CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE
AS BEING BY CONSENT:



Signature of Jeremy D. West
Solicitor for the Petitioner

By the Court.



Registrar



Schedule 'A'

**Richards Buell Sutton LLP Fee Estimate as Representative Council in All Canadian
Investment Corporation CCAA Proceeding**

	MRD \$425/hour	RAV \$200/hour	<u>\$ Amount</u>
Initial Stages	9	4	<u>4,625</u>
Initial review of CCAA pleadings and materials to become acquainted with preferred shareholders issues and attend hearings for administrative and preliminary matters on April 15, 2019 and April 26, 2019.			
Research and Preparation	15	20	<u>10,375</u>
Research preferred shareholders issues including review of statutory material and case law and prepare Response on behalf of "non-redeeming" preferred shareholders			
Creditor/Equity application	28	20	<u>15,900</u>
Preparation for application to determine status of preferred shareholders	10	20	
Attendance at 3 Day hearing for application to determine status of preferred shareholders	18		
Pre-tax total.			<u>30,900</u>
Taxes on legal fees			<u>3,708</u>

Total for legal Fees			<u>34,608</u>
Disbursements {estimate}			<u>1,000</u>
Net Total			<u>\$35,608</u>

Schedule "B" – List of Counsel Appearing

Jeremy D. West	The Petitioner
Douglas B. Hyndman	The Monitor
John D. Whyte	Redeeming Shareholder Counsel
Mark R. Davies	Non-Redeeming Shareholder Counsel

APPENDIX B

Lee Road Property Purchase and Sale Agreement

CONTRACT OF PURCHASE AND SALE

INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required several days before the Completion Date and the Buyer signs the documents).
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

- i. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
- i. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachment on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
- i. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:

- attending to execution documents.
 - Costs of clearing title, including:- Investigating title,
 - discharge fees charged by encumbrance holders,
 - prepayment penalties.
- Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).
- DB*

$$\mathcal{DB}$$

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,
 - drafting documents.
- Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (If applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (If applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

KV

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

1. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
2. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
3. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)
- Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
4. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself or any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists a associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
5. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
6. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Sussex DATE: June 19, 2019
 ADDRESS: 12874 Madeira Park Road Madeira Park PC: V0N 2H0 PHONE: (604) 883-9525
 PREPARED BY: Dave Milligan MLS@ NO: R2102984

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Konstantin Vassev</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>Lot 137 LEE ROAD</u>	ADDRESS: <u>608 Ginger Drive</u>
_____	_____
<u>Garden Bay</u> PC: <u>V0N 1S1</u>	<u>New Westminster</u> PC: <u>V3L 5L1</u>
PHONE: _____	PHONE: _____
_____	OCCUPATION: _____

PROPERTY:

Lot 137 LEE ROAD

UNIT NO.	ADDRESS OF PROPERTY
<u>Madeira Park</u>	<u>V0N 2H0</u>
CITY/TOWN/MUNICIPALITY	POSTAL CODE
<u>026-169-436</u>	
PID	OTHER PID(S)

PL BCP15556 LT 137 DL 3923 LD 36

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
Six [KV] [DB] [KV] [DB]
Seventy-Four Thousand DOLLARS \$ 74,000.00 \$ 76,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 4,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: Upon final subject removal by way of bank draft

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal LePage Sussex and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

[KV] [DB]
 INITIALS

PROPERTY ADDRESS

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
- B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

KV	DB		
----	----	--	--

INITIALS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

DB	
INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with

Dave J. Milligan (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to Royal LePage Sussex (Brokerage).

INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with

(Designated Agent(s)/Licensee(s))

who is/are licensed in relation to (Brokerage).

INITIALS	

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with

(Designated Agent(s)/Licensee(s))

who is/are licensed in relation to (Brokerage),

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated

KV	
INITIALS	

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS	

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

KV	DB		
INITIALS			

Lot 137 LEE ROAD
PROPERTY ADDRESS

Madeira Park

V0N 2H0

PAGE 6 of 6 PAGES

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 6.00 o'clock p. m. on

[KV] June 20th 21st yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS

Konstantin Vashev
BUYER 2019 1:18 45 AM EDT

SEAL Konstantin Vashev
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes [KV] ☐
INITIALS

No ☐ ☐
INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated June 21, yr. 2019

The Seller declares their residency:

RESIDENT OF CANADA [DB] ☐
INITIALS

NON-RESIDENT OF CANADA ☐ ☐
INITIALS

as defined under the *Income Tax Act*.

X
WITNESS

Authentic
Don Bergman
SELLER 2019 6 31:48 PM EDT

SEAL All Canadian Investment Corpor
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: R2102984

DATE: July 5, 2019

PAGE 1 of 1 PAGES

Lot 137 LEE ROAD

Madeira Park

V0N 2H0

RE: ADDRESS

PL BCP15556 LT 137 DL 3923 LD 36

LEGAL DESCRIPTION:

026-169-436

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 19, 2019MADE BETWEEN Konstantin Vashev AS BUYER, ANDAll Canadian Investment Corporation AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

To remove the following subjects;

Subject to the Buyer arranging suitable financing on or before July 5, 2019. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before July 5, 2019 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.

Subject to the Buyer on or before July 5, 2019 approving the Property Disclosure Statement with respect to information that reasonably may adversely affect the use or value of the property. If approved such statement will be incorporated into and form part of this contract. This condition is for the sole benefit of the Buyer.

Subject to the Buyer on or before July 5, 2019 contacting for and being satisfied with cost associated with prepping the lot for building with a machine operator. This condition is for the sole benefit of the Buyer.

All other terms and conditions remain in full force and effect. Time will remain of the essence.

X

WITNESS

Authenticsign

Konstantin Vashev

BUYER

Konstantin Vashev

PRINT NAME

X

WITNESS

BUYER



PRINT NAME

X

WITNESS

SELLER

All Canadian Investment Corporation

PRINT NAME

X

WITNESS

SELLER



PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

APPENDIX C

1703 – 188 Agnes Street Purchase and Sale Agreement

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
 - attending to execution documents.
 Costs of clearing title, including:- investigating title,
 - discharge fees charged by encumbrance holders,
 - prepayment penalties.
 Real Estate Commission (plus GST).
 Goods and Services Tax (if applicable).

[M]

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
 - searching title,
 - drafting documents.
 Land Title Registration fees.
 Survey Certificate (if required).
 Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.

[DS
Ct]

- appraisal (if applicable)
 - Land Title Registration fees.
 Fire Insurance Premium.
 Sales Tax (if applicable).
 Property Transfer Tax.
 Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)
 Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



BCrea



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 6 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Westcoast

DATE: July 13, 2019

ADDRESS: #110 - 6086 Russ Baker Wa Richmond

PC: V7B 1B4

PHONE: (604) 273-2828

PREPARED BY: Christine Siu

MLS® NO: R2374757

SELLER: <u>ALL CANADIAN INVESTMENT CORP.</u>	BUYER: <u>Claire Tai</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>1703 188 AGNES STREET</u>	ADDRESS: <u>c/o Re/Max agent</u>
_____	_____
New Westminster PC: <u>V3L 0H6</u>	_____ PC: _____
PHONE: _____	PHONE: _____
_____	OCCUPATION: _____

PROPERTY:

1703 188 AGNES STREET

UNIT NO.

ADDRESS OF PROPERTY

New Westminster

V3L 0H6

CITY/TOWN/MUNICIPALITY

POSTAL CODE

030-122-651

PID

OTHER PID(S)

STRATA LOT 123, BLOCK 19, PLAN EPS4196,
NEW WESTMINSTER LAND DISTRICT,
TOGETHER WITH AN INTEREST IN THE
COMMON PROPERTY IN PROPORTION TO THE
LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:
Six Hundred Thousand Thirty Eight

1. **PURCHASE PRICE:** The purchase price of the Property will be Five Hundred Seventy Thousand 600,038.00 \$605,000 + applicable GST JM
six hundred thousand thirty eight + applicable GST DOLLARS \$ 570,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 25,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: to be paid by bank draft upon court approval.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Re/Max Westcoast

_____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

DS
Ct [] [] JM
INITIALS

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 2 of 6 PAGES

PROPERTY ADDRESS

- 3. TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Offer subject to court approval .

July 24, 2019

Subject to the Buyer, on or before ~~July 19, 2019~~ at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$500 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice.

DS
Ct JM

Subject to mortgage being made available to the Buyer on or before ~~July 19, 2019~~ July 24, 2019
This condition is for the sole benefit of the Buyer.

DS
Ct JM

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

DS
Ct JM
INITIALS

1703 188 AGNES STREET

PROPERTY ADDRESS

DS New Westminster

V3L 0H6

PAGE 3 of 6 PAGES

4. **COMPLETION:** The sale will be completed on August 28, yr. 2019
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 10 a. m. on August 29, yr. 2019 (Possession Date) OR, subject to the following existing tenancies, if any:
one day after court approval Completion

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of August 29, yr. 2019 (Adjustment Date).
one day after court approval Completion

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

Air Conditioning, ClthWsh/Dryr/Frdg/Stve/DW, Microwave, all lighting fixtures, window coverings, minimum 2 fobs, house keys, one underground parking and one locker.

BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on July 12, yr. 2019

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

DS
[Signature] [Signature] [Signature]
INITIALS

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 4 of 6 PAGES

PROPERTY ADDRESS

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

03	CT		JM
----	----	--	----

INITIALS

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 5 of 6 PAGES

PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

DS	
CT	
INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Ryan Eagleton / Alan Eagleton (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to RE/MAX Sabre Realty Group (Brokerage).

DS	
CT	
INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with Christine Siu (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to RE/MAX Westcoast (Brokerage).

INITIALS	

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

INITIALS	

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS	

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

DS			
CT			JM
INITIALS			

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 6 of 6 PAGES

PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 9 o'clock p. m. on July 16, 17, yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X

WITNESS

DocuSigned by:

Claire Tai
BUYER
DATE: 07/16/2019 5:25:27 PM PDT

SEAL

Claire Tai

PRINT NAME

X

WITNESS

BUYER

SEAL

PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes ☒ INITIALS

No ☐ INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

07/16/2019

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the *Income Tax Act*.

X

WITNESS

Authenti
John McCoun

7/16/2019 5:25:27 PM PDT

SELLER

SEAL

ALL CANADIAN INVESTMENT

PRINT NAME

X

WITNESS

SELLER

SEAL

PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:

- attending to execution documents.

Costs of clearing title, including:- investigating title,

- discharge fees charged by

encumbrance holders,

- prepayment penalties.

Real Estate Commission (plus GST).

Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,

- drafting documents.

Land Title Registration fees.

Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.

- appraisal (if applicable)

- Land Title Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Property Transfer Tax.

Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 6 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Westcoast

DATE: July 13, 2019

ADDRESS: #110 - 6086 Russ Baker Wa Richmond

PC: V7B 1B4

PHONE: (604) 273-2828

PREPARED BY: Christine Siu

MLS® NO: R2374757

SELLER: <u>ALL CANADIAN INVESTMENT CORP.</u>	BUYER: <u>Claire Tai</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>1703 188 AGNES STREET</u>	ADDRESS: <u>c/o Rc/Max agent</u>
_____	_____
New Westminster _____ PC: <u>V3L 0H6</u>	_____ PC: _____
PHONE: _____	PHONE: _____
_____	OCCUPATION: _____

PROPERTY:

1703 188 AGNES STREET

UNIT NO.

ADDRESS OF PROPERTY

New Westminster

V3L 0H6

CITY/TOWN/MUNICIPALITY

POSTAL CODE

030-122-651

PID

OTHER PID(S)

STRATA LOT 123, BLOCK 19, PLAN EPS4196,
NEW WESTMINSTER LAND DISTRICT,
TOGETHER WITH AN INTEREST IN THE
COMMON PROPERTY IN PROPORTION TO THE
LEGAL DESCRIPTION.

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:
Six Hundred Thousand Thirty Eight

1. **PURCHASE PRICE:** The purchase price of the Property will be six hundred five thousand + applicable GST
~~Five Hundred Seventy Thousand~~ 600,038.00 ~~xxxxxxx~~ \$605,000 + applicable GST J.M.
six hundred thousand thirty eight + applicable GST DOLLARS \$ 570,000.00 (Purchase Price)
2. **DEPOSIT:** A deposit of \$ 25,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: to be paid by bank draft upon court approval.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to **Re/Max Westcoast**

_____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

DS
[C] [] [] [J]
INITIALS

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 2 of 6 PAGES

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Offer subject to court approval .

July 24, 2019

Subject to the Buyer, on or before ~~July 19, 2019~~ at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$500 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access to the property for this purpose on reasonable notice.

DS
CT [JM]

Subject to mortgage being made available to the Buyer on or before ~~July 19, 2019~~ July 24, 2019
This condition is for the sole benefit of the Buyer.

DS
CT [JM]

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

DS
CT [JM]
INITIALS

1703 188 AGNES STREET

PROPERTY ADDRESS

DS New Westminster
 Ct JM

V3L 0H6

PAGE 3 of 6 PAGES

4. **COMPLETION:** The sale will be completed on August 28 ^{ten business days from court approval}, yr. 2019
 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 10 a. m. on August 29, yr. 2019 (Possession Date) OR, subject to the following existing tenancies, if any:
one day after court approval ^{XXXXXXXXXXXXX} Completion

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of August 29, yr. 2019 (Adjustment Date).
one day after court approval ^{XXXXXXXXXXXXX} Completion

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

Air Conditioning, ClthWsh/Dryr/Frdg/Stve/DW, Microwave, all lighting fixtures, window coverings, minimum 2 fobs, house keys, one underground parking and one locker.

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on July 12, yr. 2019

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

DS
 Ct INITIALS JM

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 4 of 6 PAGES

PROPERTY ADDRESS

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
- B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

OS			
CT			JM

INITIALS

1703 188 AGNES STREET New Westminster V3L 0H6 PAGE 5 of 6 PAGES
PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

DS	
CT	

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Ryan Eagleton / Alan Eagleton (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to RE/MAX Sabre Realty Group (Brokerage).

DS	
CT	

INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with Christine Siu (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to RE/MAX Westcoast (Brokerage).

--	--

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

--	--

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

--	--

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

DS			
CT			JM

INITIALS

1703 188 AGNES STREET

New Westminster

V3L 0H6

PAGE 6 of 6 PAGES

PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 9 o'clock p. m. on July 18, yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS

DocuSigned by:
Claire Tai
BUYER
DREDA743DB174A4

SEAL Claire Tai
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes DS
CT
INITIALS

No INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

07/16/2019

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA INITIALS

NON-RESIDENT OF CANADA INITIALS

as defined under the *Income Tax Act*.

X
WITNESS

Authentic
John McEown
7/16/2019 5:25:27 PM PDT
SELLER

SEAL ALL CANADIAN INVESTMEN
PRINT NAME

X
WITNESS

SELLER

SEAL
PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

APPENDIX D

Cushman & Wakefield Letter Report on Altezza Property



Pacific Centre, PO Box 10023
Suite 700, 700 West Georgia Street
Vancouver, BC, V7Y 1A1
Tel +1 604 883 3111
Fax +1 604 683 0432
cushmanwakefield.com

June 17, 2019

John McEown
Boale, Wood & Company Ltd.
Licensed Insolvency Trustee
1140 – 800 West Pender Street
Vancouver, BC V6C 2V6

Dear John,

Re: 4704 & 4712 Hastings Street - Analysis of Capitalization Rate Comparables

Below is a summary of the past and ongoing marketing efforts for the sale of 4704 & 4712 Hastings Street, Burnaby.

- C&W first listed the property on an exclusive basis January 8th, 2019.
- February 2nd, 2019 the property was listed for sale on the REBGV's MLS/CLS listing service
- C&W created a high quality sale brochure as well as an online data room so potential purchasers can review due diligence materials (leases, addendums etc)
- mid January we sent out an email marketing campaign to our Investor list (over 2100) recipients
- February 8 sent out a "commercial broadcast email" (via REBGV) to all commercial and residential agents registered with this service informing them of the opportunity.
- 4704 & 4712 Hastings was featured on page 2 of the March edition of the Western Investor magazine.
- Altezza included in an ongoing monthly multi property email blast targeting approximately 1,000 brokers and potential owner occupiers.
- We have fielded & made numerous calls to/from both agents and investors asking for more details on the property BUT many of those calls are simply getting more details and not showing genuine signs of interest. We have been actively following up with all enquiries.
- Original listing period on the REBGV MLS/CLS expired April 30th, 2019
- Listing was renewed at the same price from May 1st until July 31st, 2019
- We have had zero offers on the units to date.
- Feedback from the market (buyers and agents) is that we are overpriced/cap rate too high and that in order to get traction from potential purchasers we need to re-address our pricing.

In determining an appropriate capitalization rate for the Subject Property at 4704 & 4712 Hastings Street, we have conducted a market search for retail transaction that were sold based on a capitalization rate. We have tried to find sale evidence of similar building size based on capitalization rate transactions, our limited findings are presented below:

CAPITALIZATION RATE COMPARABLES - BURNABY									
Comparable No.	Address	City	Sale Date	Price	Building Sq.Ft.	\$ / Sq.Ft.	Year Built	Cap Rate	Title Type
Subject	SL 1, 4704 Hastings Street	Burnaby	-	-	3,916	-	2012	-	Strata
Subject	SL 2, 4712 Hastings Street	Burnaby	-	-	1,964	-	-	-	Strata
					5,879				
1	4717 & 4725 Hastings Street	Burnaby	Under Contract	\$2,200,000	3,371	\$653	2015	4.31%	Strata
2	7075 Kingsway	Burnaby	August 2017	\$5,100,000	4,950	\$1,030	2013	3.50%	Freehold
3	4101 Hastings Street	Burnaby	January 2017	\$4,100,000	4,899	\$837	1956	3.83%	Freehold
4	Unit 103- 4601 North Road	Burnaby	May 2017	\$6,150,000	11,182	\$551	1982	4.20%	Strata

As indicated in the table above, the Burnaby market for capitalization rate transactions reflects one firm and binding contract, and three transactions from 2017.



**CUSHMAN &
WAKEFIELD**

It is important to note that we have included title type of both freehold and strata due to the lack of capitalization rate comparables on the market. Comparable 1 and 4 are both strata transactions and yield capitalization rates of 4.31% and 4.20% respectively. Comparable 2 and 3 are both freehold transactions and yield capitalization rates of 3.50% and 3.83%. At the time of sale both freehold transactions were occupied by multinational financial institutions (Bank of Montreal and Canadian Imperial Bank of Commerce respectively). Due to the business nature of financial institutes, it is likely that a long term lease is in place. It is evident that the strata type transactions transacted at capitalization rates higher than 4.00%, while freehold type products transacted at capitalization rates lower than 4.00%.

Burnaby Retail market has seen a decrease in investment, with a large downshift year-over-year. With the lack of evidence in the market it is reasonable to assume an increase in capitalization rate and reduction on pricing is required in order to build traction in the market.

Comparable #1 at 4717 & 4725 Hastings Street is the best comparable to determine the most reasonable capitalization rate for the Subject. It would be the most recent transaction to occur, along with the same location and similar building size to the Subject.

Based on the four comparables found, the Subject is likely to achieve capitalization rates similar to that of Comparable No.1 and No.4. Overall, we believe that the market will respond to a capitalization rate of approximately 4.15%, equating to an asking price of \$3,900,000 for the Subject Property.

Sincerely,

Kyle Wilson
Associate Vice President
Commercial Sales & Leasing
604 608 5941
kyle.wilson@cushwake.com

Craig Haziza
CAH Realty Inc.
Vice President Retail
Commercial Sales & Leasing
604 640 5891
craig.haziza@cushwake.com

APPENDIX E

Cushman & Wakefield Listing Update on Sperling Property

PROPOSAL FOR

6715 HASTINGS STREET, BURNABY

VALUATION AND MARKETING

JUNE 2019



EXECUTIVE SUMMARY

Introduction

Cushman & Wakefield ULC ("Cushman & Wakefield" or "C&W") is pleased to present this preliminary proposal for real estate marketing and accompanying opinion of value in regards to the disposition of the real estate holdings located at 6715 Hastings Street, Burnaby, British Columbia (the "Property").

Potential Value

Our proposal includes two valuation approaches: 1) Income Approach; and 2) Land value based on development. The income approach based on our opinion estimates the Property value in the **\$4.8 million to \$5.3 million range**. This valuation range is based on the net operating income of \$194,463 and a capitalization rate range between 3.70% and 4.1% if sold to typical real estate investors with known potential future development. In recent months we have seen a significant decline in development site sales thus putting upward pressure on cap rates.

We have also included two scenarios under the land value for development approach. The first scenario is based on land value using the current Lochdale Community Plan designated zoning of C2 allowing for a future mixed-use strata for retail/office based on a FAR of 1.3. This scenario in our opinion results in a land value range equal or close to the income approach of **\$5.5 million to \$6 million**.

Our second scenario under the land value for development approach is based on the potential value-add after the City of Burnaby Lochdale Plan is finalized. The listing team leader, Sean Ungemach, met with City of Burnaby Deputy Director of Planning, Ed Kozak, from that meeting we understand the Lochdale Urban Village Plan is currently under review. There is a reasonable likelihood the Subject Property has the potential for future redevelopment to mixed-use residential/commercial. We estimate the potential to achieve a density between 2.4 and 2.8 FAR. In the proposal we have included a development pro-forma for the potential scenario of 2.4, 2.6 and 2.8 FAR. Based on these valuations it is our opinion the Property could have a value range of approximately **\$7.7 to \$10 million**. Mr. Kozak confirmed completion of the review could take as long as two years and is subject to postponement as the Council may direct. That said it could also happen sooner but the process has yet to commence public consultation.

To summarize our opinion of value we are confident in selling the Property to a speculative purchaser who will pay somewhere between the base line income approach value and the future potential development value, and achieving a price of approximately between **\$6.5 million and \$7.5 million**.

Marketing

We suggest going to the market unpriced. We will carry out a 'whisper' campaign acknowledging to our prospective purchasers our understanding of the Lochdale Plan under review. We will encourage purchasers to review the Property based on the speculative future mixed-use residential/commercial potential and density of 2.4 to 2.8 FAR.

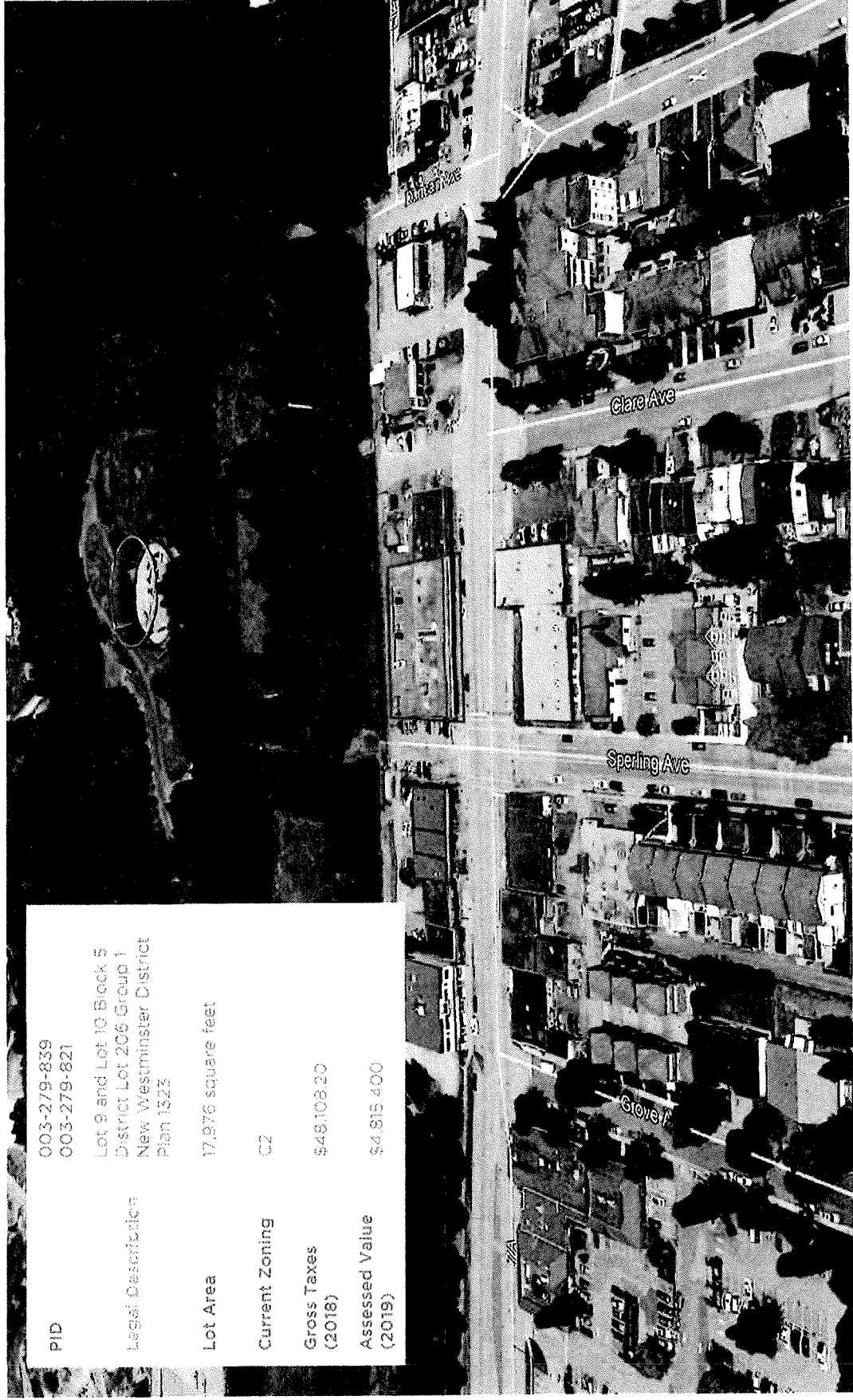
Timing

It would be our recommendation that if timing is not of the essence that the Vendor hold off on listing and marketing the Property until the City of Burnaby Lochdale Plan is finalized or at least until the policy framework is known. With a finalized plan and future density confirmed purchasers can submit their strongest and highest offer because of the certainty of the development potential. As a result therefore significantly more likely to achieve the higher values of somewhere between \$7.7 and \$10 million, assuming estimated densities are achieved.

Cushman & Wakefield

PROPERTY OVERVIEW

6715 HASTINGS STREET



VALUE OVERVIEW - INCOME APPROACH

RENT ROLL

6715 HASTINGS STREET, BURNABY						
RENT ROLL AS OF MARCH 1, 2019						
SUITE	TENANT	SQ FT	RATE	ANNUAL RENT	TERM END	RENEWAL OPTIONS
						COMMENTS
	Scotiabank	2,853	\$28.00	\$79,954	Unknown	
	R&B Hair Design	500	\$28.00	\$14,000	Unknown	
	Retreat	300	\$22.00	\$6,600	Unknown	
	Shap Fitness	4,000	\$26.00	\$104,000	31-Aug-20	
			\$27.00		31-Aug-21	
			\$28.00		31-Aug-23	
Total Leased		7,653		\$203,484		
Total Vacant		0		\$0		
Total Property		7,653		\$203,484		

VALUE OVERVIEW - INCOME APPROACH

INCOME STATEMENT

6715 HASTINGS STREET, BURNABY	
INCOME STATEMENT - MARCH 1, 2019 TO FEBRUARY 29, 2020	
	Stabilized
Base Rental Revenue	
Per Rent Roll	\$ 203,484
Total Base Rental Revenue	\$ 203,484
Expense Reimbursement Revenue	
Operating Costs & Property Tax Recovery	\$ 97,200
Total Expense Reimbursement	\$ 97,200
Total Potential Gross Revenue	\$ 300,684
General Vacancy & Structural ¹	\$ (9,021)
Effective Gross Revenue (EGR)	\$ 291,663
Operating Expenses ²	
Hydro	\$ 1,200
Building Maintenance / Mech Systems	\$ 4,500
Water / Sewer	\$ 2,500
Disposal	\$ 2,500
Insurance	\$ 6,500
Landscape / Snow removal	\$ 2,500
Management Fee	\$ 10,000
Contingency	\$ 1,500
Property Tax	\$ 66,000
Total Operating Expenses	\$ 97,200
Net Operating Income	\$ 194,463

¹ Note: A long term vacancy & structural allowance of 3% has been applied

² Note: Operating Expenses are assumed to be fully recovered from the tenants

VALUE OVERVIEW

INCOME SUMMARY

VALUATION SUMMARY			
NOI	CAP RATE	VALUE (ROUND)	STABILIZED BUILDING VALUE PSF
\$194,463	3.70%	\$5,256,000	\$687
\$194,463	3.90%	\$4,986,000	\$652
\$194,463	4.10%	\$4,743,000	\$620

Based on the income approach it is our opinion 6715 Hastings Street is worth between \$5.5 million to \$6 million.

VALUE OVERVIEW

DEVELOPMENT PRO-FORMA - MIXED USE STRATA FOR SALE RETAIL/OFFICE BUILDING BASED ON A 1.3 FAR

675 EASTINGS STREET, BURGESS COMMERCIAL DEVELOPMENT PRO-FORMA									
DEVELOPMENT SPECIFICATIONS / ASSUMPTIONS				FACTORS					
TOTAL SITE AREA				0.41 Acres		1.30		ACTUAL	
TOTAL FLOOR AREA RATIO								17,976	
GROSS BUILDING AREA								1.30	
COMMERCIAL - RETAIL								23,369	
COMMERCIAL - OFFICE								5,988	
NET FLOOR AREA:								14,381	
COMMERCIAL - RETAIL								23,369	
COMMERCIAL - OFFICE								5,988	
TOTAL NET FLOOR AREA								21,931	
DEVELOPMENT REVENUE ASSUMPTIONS								Optimistic Scenario	
AVERAGE SALE PRICE PER SQ FT COMMERCIAL - RETAIL								\$800	
AVERAGE SALE PRICE PER SQ FT COMMERCIAL - OFFICE								\$750	
TOTAL GROSS REVENUES								\$7,190,400	
COMMERCIAL - RETAIL								\$9,448,186	
COMMERCIAL - OFFICE								\$16,636,586	
TOTAL GROSS REVENUE								(\$591,410)	
SELLING COSTS								\$16,306,030	
NET REVENUE								\$2,426,760	
DEVELOPMENT HARD COSTS								\$3,882,816	
COMMERCIAL - RETAIL								\$6,309,576	
COMMERCIAL - OFFICE								\$441,670	
TOTAL CONSTRUCTION HARD COSTS								\$112,500	
DESIGN FEES PERMITS (% OF TOTAL HARD COSTS)								\$100,000	
PROPERTY TAXES DURING CONSTRUCTION AND SALE								\$62,395	
DEMOLITION & REMOVAL COSTS								\$8,988	
GVS & DD SEWERAGE FEES - VANCOUVER - COMMERCIAL								\$7,190	
TRANSLINK DCC - COMMERCIAL - RETAIL								\$352,116	
TRANSLINK DCC - COMMERCIAL - OFFICE								\$332,750	
DEVELOPMENT MANAGEMENT FEE								\$369,732	
INTERIM FINANCING ON CONSTRUCTION (AT 50% OF HARD AND SOFT COSTS)								\$1,787,331	
CONTINGENCY/PROVISIONAL @ % OF HARD & SOFT COSTS								\$8,096,907	
TOTAL SOFT AND OTHER DEVELOPMENT COSTS								\$2,448,243	
TOTAL DEVELOPMENT COSTS								\$5,722,000	
DEVELOPER PROFIT % OF COSTS AND LAND								18.00%	
LAND VALUE (NET REVENUE LESS DEVELOPMENT COSTS AND PROFIT)								\$5,510,000	
LAND VALUE PSF BUILDABLE								\$254	

VALUE OVERVIEW - POTENTIAL VALUE-ADD

DEVELOPMENT PRO-FORMA - MIXED USE DEVELOPMENT BASED ON 2.4 FAR

CUSHMAN WAKEFIELD STREET SUMMARY MIXED USE DEVELOPMENT PRO-FORMA (2.4 FAR)									
DEVELOPMENT SPECIFICATIONS / ASSUMPTIONS									
TOTAL SITE AREA	0.41 Acres	SECTOR	2.4C	ACTUAL	17,976	ACTUAL	17,976	ACTUAL	17,976
TOTAL FLOOR AREA RATIO			2.4C		2.40		2.40		2.40
GROSS BUILDING AREA					43,142		43,142		43,142
RESIDENTIAL - MARKET CONDO			1.2C		24,164		24,164		24,164
COMMERCIAL - RETAIL			0.5C		8,853		8,853		8,853
NET FLOOR AREA:			2.4C		43,142		43,142		43,142
RESIDENTIAL - MARKET CONDO UNITS			85% EFFICIENCY		10,058		10,058		10,058
COMMERCIAL - RETAIL			100% EFFICIENCY		8,853		8,853		8,853
TOTAL NET FLOOR AREA					38,044		38,044		38,044
NUMBER OF MARKET CONDO UNITS IN SQ. FT. @ AVERAGE SIZE			550		35		35		35
DEVELOPMENT REVENUE ASSUMPTIONS									
AVERAGE SALE PRICE PER SQ. FT. RESIDENTIAL - MARKET CONDO UNITS			PRICE POINT		\$250		\$250		\$250
AVERAGE SALE PRICE PER SQ. FT. COMMERCIAL - RETAIL					\$800		\$800		\$800
TOTAL GROSS REVENUES					\$22,541,904		\$21,840,787		\$22,143,021
RESIDENTIAL - MARKET CONDO UNITS					\$7,160,402		\$7,160,402		\$7,160,402
COMMERCIAL - RETAIL					\$25,732,304		\$25,131,187		\$25,333,421
TOTAL GROSS REVENUE			3.55%		\$1,000,000		\$1,000,000		\$1,000,000
SELLING COSTS					\$28,681,673		\$28,111,585		\$28,271,752
NET REVENUE			\$685 PSF		\$2,504,776		\$2,428,750		\$2,428,750
DEVELOPMENT HARD COSTS			\$288 PSF		\$12,331,536		\$12,331,536		\$12,331,536
RESIDENTIAL - MARKET CONDO UNITS					\$655,209		\$655,209		\$655,209
COMMERCIAL - RETAIL					\$163,000		\$163,000		\$163,000
TOTAL CONSTRUCTION HARD COSTS					\$100,000		\$100,000		\$100,000
DESIGN FEES - PERMITS (% OF TOTAL 4-20 COSTS)			7.00%		\$13,163		\$13,163		\$13,163
PROPERTY TAXES DURING CONSTRUCTION AND SALE			24 MONTHS		\$134,820		\$134,820		\$134,820
DEMOLITION & REMOVAL COSTS					\$28,868		\$28,868		\$28,868
DEVELOPMENT COST CHARGE - RESIDENTIAL (BURNABY DCL - PARKLAND ACQUISITION)					\$0		\$0		\$0
SVS & DD SEWERAGE FEES - RESIDENTIAL					\$0		\$0		\$0
SVS & DD SEWERAGE FEES - COMMERCIAL					\$0		\$0		\$0
CAC - FINANCIAL CONTRIBUTION TOWARDS AMENITIES					\$0		\$0		\$0
SCHOOL SITE ACQUISITION CHARGE					\$0		\$0		\$0
TRANSUNK DCC - COMMERCIAL (RETAIL)					\$0		\$0		\$0
BUILDERS' RISK INSURANCE - RESIDENTIAL (MARKET)					\$0		\$0		\$0
HOMEOWNER PROTECTION OFFICE - RESIDENTIAL (MARKET)					\$0		\$0		\$0
DEVELOPMENT MANAGEMENT FEE					\$0		\$0		\$0
INTERIM FINANCING ON CONSTRUCTION (AT 50% OF HARD AND SOFT COSTS)					\$0		\$0		\$0
CONTINGENCY/PROVISIONAL (% OF 4-20 & SOFT COSTS)					\$0		\$0		\$0
TOTAL SOFT AND OTHER DEVELOPMENT COSTS					\$3,823,457		\$3,823,457		\$3,823,457
TOTAL DEVELOPMENT COSTS			PSF		\$16,154,993		\$16,154,993		\$16,154,993
DEVELOPER PROFIT (% OF COSTS AND LAND)			OVERALL PSF		\$4,376,699		\$4,376,699		\$4,376,699
LAND VALUE (NET REVENUE LESS DEVELOPMENT COSTS AND PROFIT)			15.00%		\$7,668,000		\$7,668,000		\$7,668,000
LAND VALUE PSF BUILDABLE			43,142 SQ. FT.		\$178		\$178		\$178

VALUE OVERVIEW - POTENTIAL VALUE-ADD

DEVELOPMENT PRO-FORMA - MIXED USE DEVELOPMENT BASED ON 2.6FAR

STATIONHOLDS STREET, BIRMINGHAM MIXED USE DEVELOPMENT PRO-FORMA (ESTIMATES)									
DEVELOPMENT SPECIFICATIONS / ASSUMPTIONS									
TOTAL SITE AREA	0.41 Acres	FACTOR	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
TOTAL FLOOR AREA RATIO	2.60		17,976	17,976	17,976	17,976	17,976	17,976	17,976
GROSS BUILDING AREA			2,400	2,400	2,400	2,400	2,400	2,400	2,400
RESIDENTIAL - MARKET CONDO	2.10		46,738	46,738	46,738	46,738	46,738	46,738	46,738
COMMERCIAL - RETAIL	0.50		27,750	27,750	27,750	27,750	27,750	27,750	27,750
NET FLOOR AREA:	2.60		46,738	46,738	46,738	46,738	46,738	46,738	46,738
RESIDENTIAL - MARKET CONDO UNITS			43,220	43,220	43,220	43,220	43,220	43,220	43,220
COMMERCIAL - RETAIL			3,518	3,518	3,518	3,518	3,518	3,518	3,518
TOTAL NET FLOOR AREA			42,208	42,208	42,208	42,208	42,208	42,208	42,208
NUMBER OF MARKET CONDO UNITS IN SQ. FT. @ AVERAGE SIZE	550		39	39	39	39	39	39	39
DEVELOPMENT REVENUE ASSUMPTIONS									
AVERAGE SALE PRICE PER SQ. FT. RESIDENTIAL - MARKET CONDO UNITS	PRICE POINT								
AVERAGE SALE PRICE PER SQ. FT. COMMERCIAL - RETAIL	\$637,500								
TOTAL GROSS REVENUES									
RESIDENTIAL - MARKET CONDO UNITS									
COMMERCIAL - RETAIL									
SELLING COSTS									
NET REVENUE									
RESIDENTIAL - MARKET CONDO UNITS									
COMMERCIAL - RETAIL									
TOTAL CONSTRUCTION HARD COSTS									
DESIGN, FEES, PERMITS (% OF TOTAL HARD COSTS)									
PROPERTY TAXES DURING CONSTRUCTION AND SALE									
DEMOLITION & REMOVAL COSTS									
DEVELOPMENT COST CHARGE - RESIDENTIAL (BURNABY DCL - FAR-AND ACQUISITION)									
GVS & DD SEWERAGE FEES - COMMERCIAL									
CAC - FINANCIAL CONTRIBUTION TOWARDS AMENITIES									
SCHOOL SITE ACQUISITION CHARGE									
TRANSLINK DCC - RESIDENTIAL									
BUILDERS' RISK INSURANCE - RESIDENTIAL (MARKET)									
HOMEOWNER PROTECTION OFFICE - RESIDENTIAL (MARKET)									
DEVELOPMENT MANAGEMENT FEE									
INTERIM FINANCING ON CONSTRUCTION (AT 50% OF HARD AND SOFT COSTS)									
CONTINGENCY/PROVISIONAL @ % OF HARD & SOFT COSTS									
TOTAL SOFT AND OTHER DEVELOPMENT COSTS									
TOTAL DEVELOPMENT COSTS									
DEVELOPER PROFIT % OF COSTS AND LAND									
LAND VALUE (NET REVENUE LESS DEVELOPMENT COSTS AND PROFIT)									
LAND VALUE PSF BUILDABLE									

VALUE OVERVIEW - POTENTIAL VALUE-ADD

DEVELOPMENT PRO-FORMA - MIXED USE DEVELOPMENT BASED ON 2.8 FAR

DEVELOPMENT SPECIFICATIONS / ASSUMPTIONS									
MIXED USE DEVELOPMENT PRO-FORMA (2.8 FAR)									
7415 HASTINGS STREET BUILDING									
TOTAL SITE AREA	0.41 Acres	FACTOR	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
TOTAL FLOOR AREA RATIO	2.80		17,976	17,976	17,976	17,976	17,976	17,976	17,976
GROSS BUILDING AREA			2.50	2.50	2.50	2.50	2.50	2.50	2.50
RESIDENTIAL - MARKET CONDO			50,333	50,333	50,333	50,333	50,333	50,333	50,333
COMMERCIAL - RETAIL			41,345	41,345	41,345	41,345	41,345	41,345	41,345
NET FLOOR AREA			50,333	50,333	50,333	50,333	50,333	50,333	50,333
RESIDENTIAL - MARKET CONDO UNITS			26,385	26,385	26,385	26,385	26,385	26,385	26,385
COMMERCIAL - RETAIL			3,258	3,258	3,258	3,258	3,258	3,258	3,258
TOTAL NET FLOOR AREA			45,371	45,371	45,371	45,371	45,371	45,371	45,371
NUMBER OF MARKET CONDO UNITS IN 3.0 F.F. @ AVERAGE SIZE			43	43	43	43	43	43	43
DEVELOPMENT REVENUE ASSUMPTIONS									
PRICE POINT									
AVERAGE SALE PRICE PER SQ. FT. RESIDENTIAL - MARKET CONDO UNITS			\$750	\$750	\$750	\$750	\$750	\$750	\$750
AVERAGE SALE PRICE PER SQ. FT. COMMERCIAL - RETAIL			\$800	\$800	\$800	\$800	\$800	\$800	\$800
TOTAL GROSS REVENUES									
RESIDENTIAL - MARKET CONDO UNITS			\$37,287,568	\$28,558,400	\$28,558,400	\$28,558,400	\$28,558,400	\$28,558,400	\$28,558,400
COMMERCIAL - RETAIL			\$7,100,400	\$7,100,400	\$7,100,400	\$7,100,400	\$7,100,400	\$7,100,400	\$7,100,400
TOTAL GROSS REVENUE			\$34,477,968	\$33,750,360	\$33,750,360	\$33,750,360	\$33,750,360	\$33,750,360	\$33,750,360
SELLING COSTS			\$3,200,728	\$3,200,728	\$3,200,728	\$3,200,728	\$3,200,728	\$3,200,728	\$3,200,728
NET REVENUE			\$33,271,239	\$32,569,039	\$32,569,039	\$32,569,039	\$32,569,039	\$32,569,039	\$32,569,039
DEVELOPMENT HARD COSTS									
RESIDENTIAL - MARKET CONDO UNITS			\$11,638,662	\$11,638,662	\$11,638,662	\$11,638,662	\$11,638,662	\$11,638,662	\$11,638,662
COMMERCIAL - RETAIL			\$2,426,750	\$2,426,750	\$2,426,750	\$2,426,750	\$2,426,750	\$2,426,750	\$2,426,750
TOTAL CONSTRUCTION HARD COSTS			\$14,416,752	\$14,416,752	\$14,416,752	\$14,416,752	\$14,416,752	\$14,416,752	\$14,416,752
DESIGN, FEES, PERMITS (% OF TOTAL HARD COSTS)			\$1,009,173	\$1,009,173	\$1,009,173	\$1,009,173	\$1,009,173	\$1,009,173	\$1,009,173
PROPERTY TAXES DURING CONSTRUCTION AND SALE			\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
DEMOLITION & REMOVAL COSTS			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
DEVELOPMENT COST CHARGE - RESIDENTIAL (BURNABY DCL - PARKLAND ACQUISITION)			\$153,764	\$153,764	\$153,764	\$153,764	\$153,764	\$153,764	\$153,764
GVS & DD SEWERAGE FEES - RESIDENTIAL			\$151,398	\$151,398	\$151,398	\$151,398	\$151,398	\$151,398	\$151,398
GVS & DD SEWERAGE FEES - COMMERCIAL			\$23,968	\$23,968	\$23,968	\$23,968	\$23,968	\$23,968	\$23,968
CAC - FINANCIAL CONTRIBUTION TOWARDS AMENITIES			\$0	\$0	\$0	\$0	\$0	\$0	\$0
SCHOOL SITE ACQUISITION CHARGE			\$25,422	\$25,422	\$25,422	\$25,422	\$25,422	\$25,422	\$25,422
TRANSLINK DCC - RESIDENTIAL			\$51,955	\$51,955	\$51,955	\$51,955	\$51,955	\$51,955	\$51,955
TRANSLINK DCC - COMMERCIAL (RETAIL)			\$3,688	\$3,688	\$3,688	\$3,688	\$3,688	\$3,688	\$3,688
BUILDERS RISK INSURANCE - RESIDENTIAL (MARKET)			\$42,804	\$42,804	\$42,804	\$42,804	\$42,804	\$42,804	\$42,804
HOMEOWNER PROTECTION OFFICE - RESIDENTIAL (MARKET)			\$34,243	\$34,243	\$34,243	\$34,243	\$34,243	\$34,243	\$34,243
DEVELOPMENT MANAGEMENT FEE			\$875,843	\$875,843	\$875,843	\$875,843	\$875,843	\$875,843	\$875,843
INTERIM FINANCING ON CONSTRUCTION (AT 8% OF HARD AND SOFT COSTS)			\$1,319,861	\$1,319,861	\$1,319,861	\$1,319,861	\$1,319,861	\$1,319,861	\$1,319,861
CONTINGENCY PROVISIONAL (% OF HARD & SOFT COSTS)			\$948,078	\$948,078	\$948,078	\$948,078	\$948,078	\$948,078	\$948,078
TOTAL SOFT AND OTHER DEVELOPMENT COSTS			\$4,432,725	\$4,432,725	\$4,432,725	\$4,432,725	\$4,432,725	\$4,432,725	\$4,432,725
TOTAL DEVELOPMENT COSTS			\$18,849,477	\$18,849,477	\$18,849,477	\$18,849,477	\$18,849,477	\$18,849,477	\$18,849,477
DEVELOPER PROFIT % OF COSTS AND LAND			\$5,075,186	\$5,075,186	\$5,075,186	\$5,075,186	\$5,075,186	\$5,075,186	\$5,075,186
LAND VALUE (NET REVENUE LESS DEVELOPMENT COSTS AND PROFIT)			\$3,347,000	\$3,347,000	\$3,347,000	\$3,347,000	\$3,347,000	\$3,347,000	\$3,347,000
LAND VALUE PSF BUILDABLE			\$168	\$168	\$168	\$168	\$168	\$168	\$168
50,333 SQ. FT.									

VALUE SUMMARY

VALUE DETERMINATION

Market Value of the Property – Income Approach Current Income			
	NOI (2019)	Value	Cap Rate
Base Case	\$194,463	\$5,000,000	3.9%
Conservative	\$194,463	\$4,750,000	4.1%
Optimistic	\$194,463	\$5,250,000	3.7%

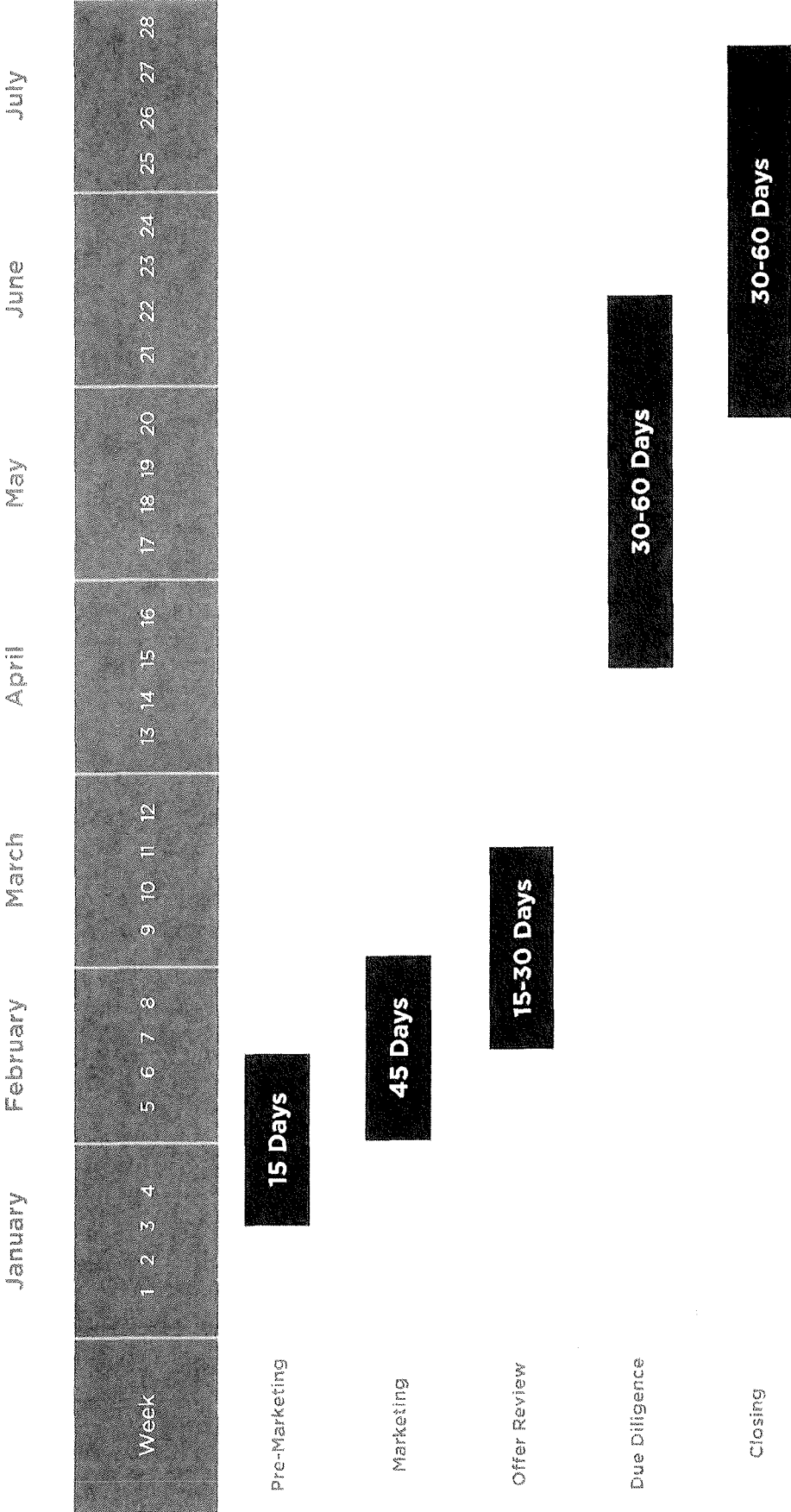
Market Value of the Property – Value Add – Land Value Based on Development Potential Current Zoning	
	1.3
Base Case	\$5,700,000
Conservative	\$5,500,000
Optimistic	\$5,950,000

Market Value of the Property – Value-Add – Land Value Based on Future Development Potential			
	2.4	2.6	2.8
FAR			
Base Case	\$8,160,000	\$8,753,000	\$9,347,000
Conservative	\$7,668,000	\$8,210,000	\$8,751,000
Optimistic	\$8,651,000	\$9,296,000	\$9,941,000

We recommend marketing the property unpriced through a competitive bid process. Through such a process, we are confident that we will achieve our valuation range. If we commence marketing immediately we are of the opinion that value range will be somewhere between the base scenario and future value-add scenario, resulting in a sale price of \$6.5 to \$7.5 million. If timing allows marketing to start after the Lochdale Plan is finalized we feel achieving the highest range of \$7.7 to \$10 million is possible as long as the density can be quantified and market factors remain unchanged or improve.

MARKETING STRATEGY

EXECUTION TIMING



MARKETING STRATEGY

EXECUTION PROCESS



PRE-MARKETING

- Gather all available property due diligence material, including 3rd party reports.
- Initiate the marketing process by presenting the opportunity to a number of pre-qualified and well-capitalized purchasers.
- Develop electronic and print marketing materials (brochure) and password protected on-line due diligence website.
- Draft and approve legal documentation.
- Meet with the City of Burnaby to confirm potential land use.



MARKETING

- Release marketing materials to our proprietary list of investors, developers and agents as well as the broader market.
- Market the Property without an asking price, but with pricing guidance reflective of the high end of our valuation and preferred deal structure.
- In-person meetings and presentations with developers.
- Coordinate access to due diligence information.



OFFER REVIEW

- Review offers as they are received
- Offer summary and analysis for the Vendor.
- Proceed to secondary round of offering if sufficient demand.
- Present the selected offer(s) (Letter of Intent) to the Vendor.



DUE DILIGENCE

- Monitor purchaser's commitment to remove conditions.
- Work with the Vendor's legal counsel and liaise with purchaser's consultants.

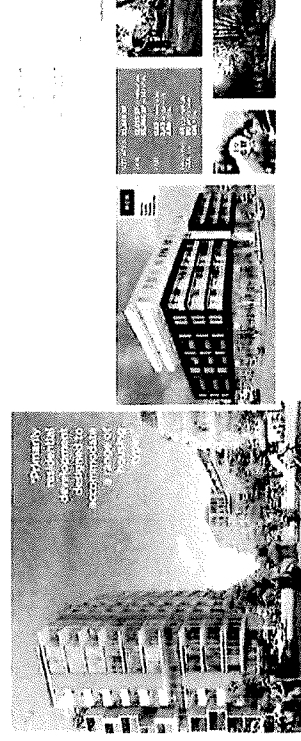
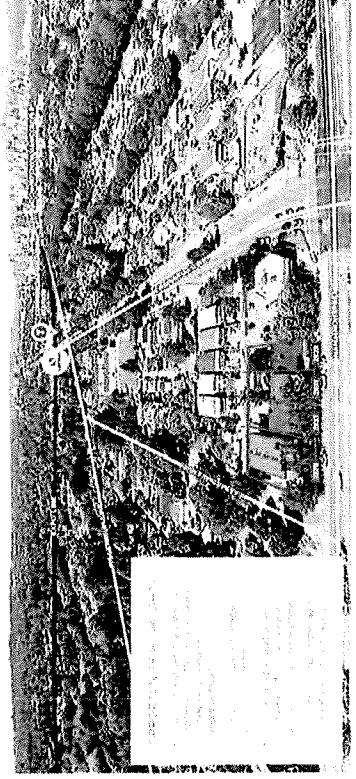


CLOSING

- Finalize all legal documentation.
- Close the transaction and convey sale proceeds to the Vendor.

MARKETING STRATEGY

MARKETING TOOLS



Our overall tactics and marketing approach will be concentrated around **targeting developers and investors** directly, while using our marketing tools and national network to ensure that the Property receives the **broadest coverage**.

Leveraging Relationships

The Listing Team know and track hundreds of local and off-shore developers and investors active in Metro Vancouver and will utilize their exceptional contact lists through personal calls and electronic correspondence in order to ensure that the Property benefits from the **maximum possible exposure** to the most likely purchasers. Cushman & Wakefield has a strong reputation for cooperation and integrity within the brokerage community and we will capitalize on this reputation to ensure that the Property receives exposure to not only our extensive list of clients but also those of competing brokerages. We will also leverage our international network to ensure that the Property is marketed to the broadest possible audience of qualified purchasers.

Marketing Brochure (Hard Copy & E-marketing)

Prepare and produce a high quality sales brochure highlighting the investment value of the Property and the area. The marketing will be distributed to active local, national and international investors and developers to ensure the **broadest distribution of all marketing material**.

HTML Marketing

As a critical component of our marketing campaign, we will leverage our electronic mass-mailing platform to regularly reach thousands of key decision makers on a regular basis and at key junctions of our marketing campaign.

C&W Website

The Property will be featured on Cushman & Wakefield's website www.cushmanwakefield.com to ensure global reach.

Data Room

Access to our online due diligence data room is granted to qualified prospective purchasers upon signing a confidentiality agreement. The data room houses all property details and reports and gives C&W the ability to achieve faster speed to market, ensuring that all material is kept current and accessible immediately to all potential purchasers.

THE TEAM

CUSHMAN & WAKEFIELD – A BRAND UNLIKE ANY OTHER

AMERICAS

120 offices

28,000 employees

Cushman & Wakefield Global Offices

CANADA

20 offices

600 employees

BRITISH COLUMBIA

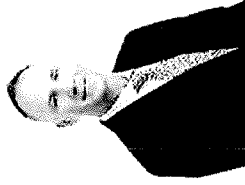
2 offices (Vancouver & Victoria)

120 employees



THE TEAM

BIOGRAPHY



SEAN UNGEMACH
Executive Vice President

SEU, Real / Advisor / CM

Sean is a seasoned and highly-respected industry professional with over 25 years of experience in the Metro Vancouver real estate market.

Throughout his career, Sean has represented and completed numerous transactions for local, national, and international developers, occupiers and investors. Sean's sales, development experience, built-to-suit and lease track-record coupled with a strong background in real estate finance has earned him unparalleled expertise to serve his clients well. He is widely recognized for his integrity, work ethic and extensive market knowledge.

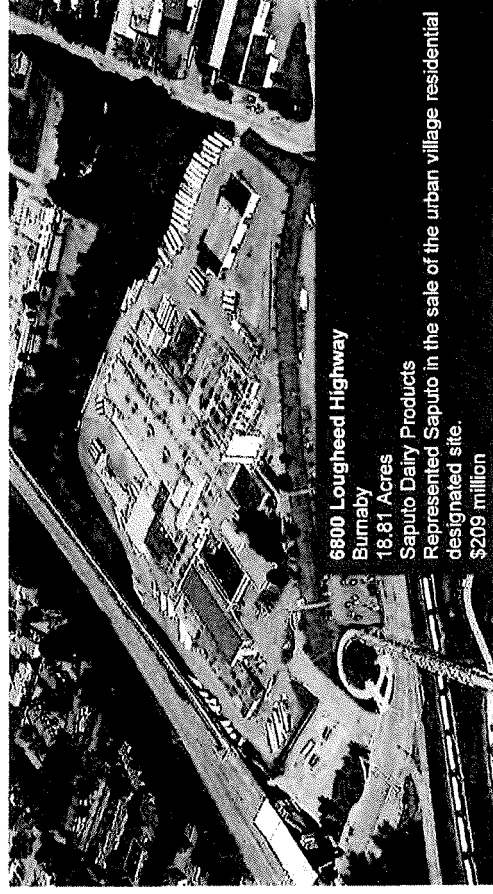
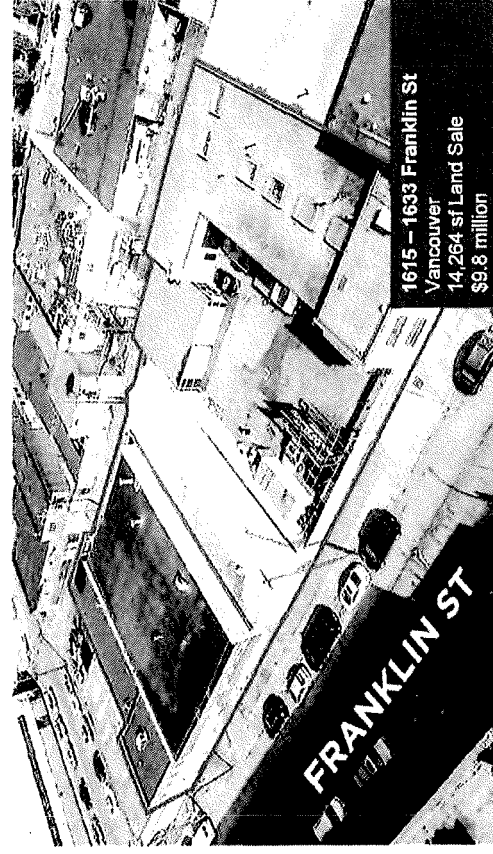
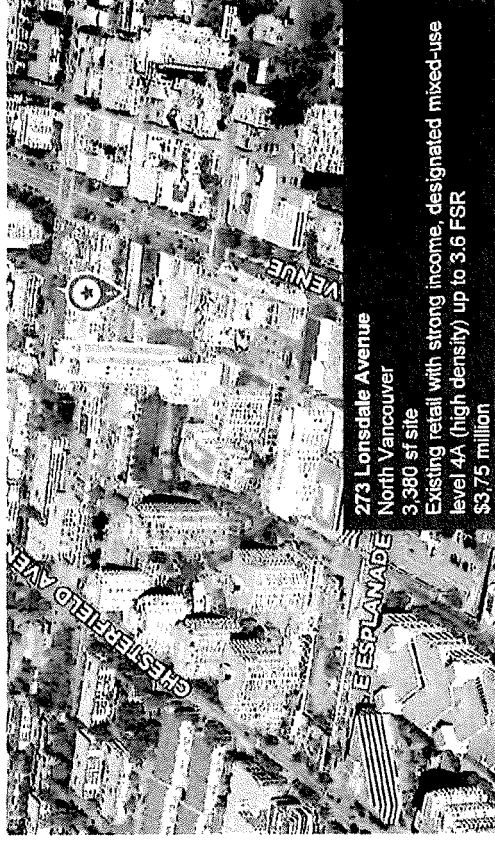
Sean excels at understanding the client's needs and has extensive experience focusing on analyzing the highest and best use and value for redevelopment sites throughout Metro Vancouver. He takes pride in representing his clients with integrity and achieving successful results on behalf of his clients. Sean understands the complexities of site conditions and constraints many Metro Vancouver sites are faced with, and has an in-depth understanding of municipal process for project approvals.

Since joining the firm in 1998, Sean has been consistently recognized as one of the top brokers at Cushman & Wakefield ULC. He has been named Vancouver's top ten producing broker 14 times and received the company's national recognition on 10 occasions.

Sean holds a Diploma in Urban Land Economics from the University of British Columbia and a Diploma in Marketing Management from the British Columbia Institute of Technology. He is a member of the Urban Development Institute and Industrial Land Committee.

THE TEAM

RECENT TRACK RECORD



PROPOSED FEE STRUCTURE

LISTING TERMS

- Cushman & Wakefield proposes a real estate fee of **two and one half percent (2.50%)** of the sale price plus applicable taxes.
- Our fee is **strictly success-based**, in other words, there is no cost to the owners if our marketing efforts and advisory services do not result in the sale of the property.
- Our proposed listing agreement term is **six (6) months**.