



This is the 1<sup>st</sup>  
Affidavit of Alan Eagleton in  
this case and was made on  
November 3, 2025

No. S246753  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ECAPITAL FREIGHT FACTORING, INC.

PLAINTIFF

AND:

PRO WEST TRANSPORT LTD. and HARBINDER BINDY SANGARA (DECEASED)

DEFENDANTS

**AFFIDAVIT**

I, Alan Eagleton, of 102 – 2748 Lougheed Hwy, Port Coquitlam, BC, real estate agent,  
AFFIRM THAT:

1. I am a real estate agent with RE/MAX Sabre Realty Group, the real estate agents retained by McEown and Associates Ltd. in its capacity as court-appointed receiver and manager of Pro West Transport Ltd. (the “Receiver”) in these proceedings, the seller of the property located at 25 – 8701 16<sup>th</sup> Ave., Burnaby, BC (the “Property”), and as such have personal knowledge of the facts and matters deposed to in this affidavit, save and except where they are said to be based on information and belief, in which case I believe them to be true.
  
2. I am a licenced real estate agent with 31 years experience in the top 2% of the real estate board for the entire time. I am an MLS Medallion Club Life Member. I was one of the Royal Bank of Canada’s exclusive foreclosure realtors for over a decade, and have done numerous foreclosure sales for several banks and credit unions.

### **The Property**

3. The Property is a 1,384 square foot residential strata townhouse built in 1998, with three bedrooms and four bathrooms (two full and two half bathrooms).
4. Attached to my affidavit as **Exhibit “A”** is a copy of the Land Title Office search for the Property dated November 3, 2025, which is legally described as:

PID: 024-256-510

Strata Lot 13, Plan LMS3670, District Lot 13, Group 1, New Westminster Land District, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form 1 or V, as appropriate

5. Attached to my affidavit as **Exhibit “B”** is a copy of the current BC Assessment search for the Property for 2025, dated effective July 1, 2024. The value of the Property was assessed as \$1,223,000 for 2025.

### **Listing / Marketing History**

6. Attached to my affidavit and marked as **Exhibit “C”** is a copy of the multiple listing contract for the Property between the Receiver and RE/MAX Sabre Realty Group.
7. The Property was initially listed on May 1, 2025, for a list price of \$1,279,000.
8. The Property was marketed on the Multiple Listing Service, and was also advertised on the Eagleton Group’s website, the Eagleton Group’s Facebook page, Youtube, X account, REW.com, RE/MAX Sabre’s website, Instagram, Craigslist.com, and Kijiji.com.
9. The list price of the Property was reduced on the following dates:
  - (a) June 3, 2025 - \$1,189,000;
  - (b) July 2, 2025 - \$1,099,000;

- (c) August 2, 2025 – original listing expired, re-listed at \$1,089,000 on August 3, 2025;
- (d) September 15, 2025 - \$999,000.

10. We held a total of 16 open houses at the Property over the course of the two listing periods.

11. The Property was shown to 74 prospective purchasers, either at open houses or scheduled viewings by realtors.

12. The Property generated very little interest from prospective purchasers when listed at the higher price. The Property did not generate any offers until the list price was reduced to \$999,000.

**Offers and Purchase Contract**

- 13. On September 26, 2025, Michael Yong Cha and Susie To (the “**Purchasers**”) made an offer to purchase the Property for a purchase price of \$1,000,000, less a \$20,000 decorating allowance to be credited to the Purchasers.
- 14. Also on September 26, 2025, the Receiver made a counteroffer to the Purchasers for a purchase price of \$990,000 (with no decorating allowance), which was accepted by the Purchasers (the “**Contract**”).
- 15. The Receiver did not receive any other offers for the Property.
- 16. Attached to my affidavit and marked as **Exhibit “D”** is a copy of the Contract.
- 17. On October 8, 2025, the Purchasers removed or waived their subjects in the Contract. The Contract is now subject free, other than court approval. Attached to my affidavit and marked as **Exhibit “E”** is a copy of the Removal of “subject to clause” signed by the Purchasers.
- 18. On or about October 8, 2025, the Purchasers paid a deposit of \$50,000 to their real estate brokerage’s trust account, as required by the Contract.

19. I am aware of Practice Direction PD – 66 and the sealed bid procedure for court-ordered sales. I have been instructed to continue to market the Property, and once the application materials for approval of sale are filed, I will bring the application and the sealed bid process to the attention of other interested parties.

SWORN BEFORE ME at the City of Port )  
Coquitlam, in the Province of British )  
Columbia, this 3<sup>rd</sup> day of November 2025. )

\_\_\_\_\_  
A Commissioner for taking Affidavits within )  
British Columbia )

)  
\_\_\_\_\_  
ALAN EAGLETON

**THOMAS MARK MANNION**  
*Barrister & Solicitor*  
**WATSON GOEPFEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

This is Exhibit "A" referred to in the  
Affidavit of Alan Eagleton  
sworn (or affirmed) before me at  
Port Coquitlam, B.C.  
this 3 day of November 2025.

2  
A Commissioner for taking Affidavits  
for the Province of British Columbia

**TITLE SEARCH PRINT**

File Reference: 2370550000

Declared Value \$231623

2025-11-03, 13:44:55

Requestor: Thomas Hanson

\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\*

**Title Issued Under** CONDOMINIUM ACT (Section 3)**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER**Title Number** BN32013  
From Title Number BM264572**Application Received** 1999-02-09**Application Entered** 1999-02-11**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: PRO WEST TRANSPORT LTD., INC.NO. 281094  
9900 RIVER ROAD  
RICHMOND, BC  
V6X 3S3**Taxation Authority** Burnaby, City of**Description of Land**  
Parcel Identifier: 024-256-510  
Legal Description: STRATA LOT 13 DISTRICT LOT 13 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN LMS3670  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1**Legal Notations**  
NOTICE UNDER SECTION 40 L.T.A. AS TO PART FORMERLY  
PARCEL A (BYLAW PLAN 76046) PLAN 3046NOTICE UNDER SECTION 40 L.T.A. AS TO PART FORMERLY  
PARCEL D (BYLAW PLAN 76046) PLAN 3046SUBJECT TO PROVISOS, SEE AC88713, LAND ACT SECTION 47  
AS TO PART FORMERLY PARCEL 7 (BYLAW PLAN 81253) PLAN 3046

**TITLE SEARCH PRINT**

File Reference: 2370550000

Declared Value \$231623

2025-11-03, 13:44:55

Requestor: Thomas Hanson

**Charges, Liens and Interests**

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BM239226
Registration Date and Time:	1998-08-26 14:33
Registered Owner:	ROGERS CABLESYSTEMS LIMITED
	INCORPORATION NO. 44385A
Transfer Number:	BM239226 TRANSFERRED TO BR60885
Registered Owner:	SHAW CABLESYSTEMS COMPANY
	INCORPORATION NO. A50762
Transfer Number:	BR60885
Remarks:	INTER ALIA
<b>Cancelled By:</b>	<b>BN90513</b>
<b>Cancelled Date:</b>	<b>1999-04-14</b>
 Nature:	 MORTGAGE
Registration Number:	BM292782
Registration Date and Time:	1998-10-22 09:56
Registered Owner:	PEOPLES TRUST COMPANY
	INCORPORATION NO. A33943
Remarks:	INTER ALIA
<b>Cancelled By:</b>	<b>BN97274</b>
<b>Cancelled Date:</b>	<b>1999-04-21</b>
 Nature:	 ASSIGNMENT OF RENTS
Registration Number:	BM292783
Registration Date and Time:	1998-10-22 09:56
Registered Owner:	PEOPLES TRUST COMPANY
	INCORPORATION NO. A33943
Remarks:	INTER ALIA
<b>Cancelled By:</b>	<b>BN97275</b>
<b>Cancelled Date:</b>	<b>1999-04-21</b>
 Nature:	 MORTGAGE
Registration Number:	BN32014
Registration Date and Time:	1999-02-09 12:51
Registered Owner:	CANADIAN WESTERN BANK
<b>Cancelled By:</b>	<b>BW419279</b>
<b>Cancelled Date:</b>	<b>2004-09-10</b>
 Nature:	 MORTGAGE
Registration Number:	BW24034
Registration Date and Time:	2004-01-20 09:32
Registered Owner:	CANADIAN WESTERN BANK
<b>Cancelled By:</b>	<b>BB133598</b>
<b>Cancelled Date:</b>	<b>2007-11-01</b>

**TITLE SEARCH PRINT**

File Reference: 2370550000

Declared Value \$231623

2025-11-03, 13:44:55

Requestor: Thomas Hanson

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:  
**Cancelled By:**  
**Cancelled Date:**

ASSIGNMENT OF RENTS  
 BW24035  
 2004-01-20 09:32  
 CANADIAN WESTERN BANK  
**BB133599**  
**2007-11-01**

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

MORTGAGE  
 BB128215  
 2007-10-15 12:44  
 CANADIAN WESTERN BANK

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

ASSIGNMENT OF RENTS  
 BB128216  
 2007-10-15 12:44  
 CANADIAN WESTERN BANK

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:  
 Remarks:

CERTIFICATE OF PENDING LITIGATION  
 CB1627747  
 2024-10-01 13:41  
 ECAPITAL FREIGHT FACTORING, INC.  
 INTER ALIA

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

JUDGMENT  
 CB1668302  
 2024-10-23 10:31  
 DIRECTOR OF EMPLOYMENT STANDARDS

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:  
**Cancelled By:**  
**Cancelled Date:**

CERTIFICATE OF PENDING LITIGATION  
 CB1754310  
 2024-12-06 14:12  
 TRACEY ROBBINS  
**CB2008094**  
**2025-04-28**

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

STRATA PROPERTY ACT LIEN  
 CB1841680  
 2025-01-29 09:43  
 THE OWNERS, STRATA PLAN LMS3670

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

CERTIFICATE OF PENDING LITIGATION  
 CB1917474  
 2025-03-11 09:02  
 CANADIAN WESTERN BANK

**TITLE SEARCH PRINT**

File Reference: 2370550000

Declared Value \$231623

2025-11-03, 13:44:55

Requestor: Thomas Hanson

Nature:  
Registration Number:  
Registration Date and Time:  
Registered Owner:

JUDGMENT  
CB1989757  
2025-04-16 13:39  
ECAPITAL FREIGHT FACTORING, INC.

**Duplicate Indefeasible Title**      NONE OUTSTANDING

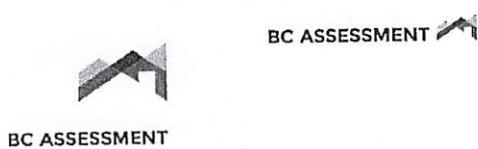
**Transfers**      NONE

**Pending Applications**      NONE

**Corrections**      NONE

This is Exhibit "B" referred to in the  
Affidavit of Alan Eagleton  
sworn (or affirmed) before me at  
Port Coquitlam, B.C.  
this 3 day of November 2025.

A Commissioner for taking Affidavits  
for the Province of British Columbia



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## 25-8701 16TH AVE BURNABY V3N 5B5

Area-Jurisdiction-Roll: 10-301-4400-8701-0013



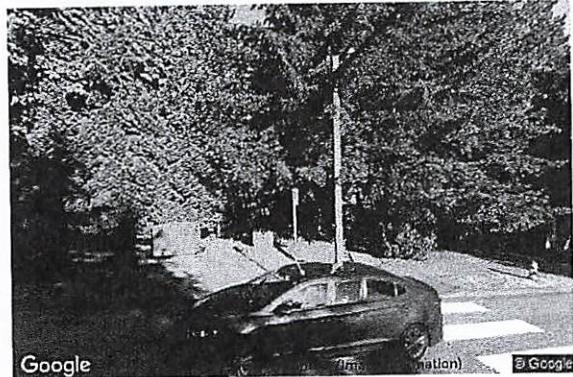
Favourite



Compare



Print



Google

Total value

\$1,223,000

2025 assessment as of July 1, 2024

Previous year value

\$1,153,000

Questions about this property assessment? Visit our Property assessment FAQ (<https://info.bcassessment.ca/faq>) or Contact us (<https://info.bcassessment.ca/contact>) if you have questions.

Visit our BC Assessment interactive market trends maps (<https://experience.arcgis.com/experience/ce75e6c369c44f16861280d16ca0c618>) for assessed value changes in your area, and our Property tax page (<https://info.bcassessment.ca/propertytax>) to learn what your assessment value change means for your property taxes.

Find out more about BC Assessment's Data Services (<https://info.bcassessment.ca/services-and-products/Pages/Buy-and-Exchange-Data.aspx>)

## Property information

Are the property details correct?

Year built 1998

Description Strata Townhouse

Bedrooms 3

Baths 3

**Carports**  
**Garages** G  
**Land size**  
**First floor area**  
**Second floor area**  
**Basement finish area**  
**Strata area** 1,384  
**Building storeys** 2  
**Gross leasable area**  
**Net leasable area**  
**No.of apartment units**

**Legal description and parcel ID**

STRATA LOT 13, PLAN LMS3670, DISTRICT LOT 13, GROUP 1,  
 NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN  
 INTEREST IN THE COMMON PROPERTY IN PROPORTION  
 TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS  
 SHOWN ON FORM 1 OR V, AS APPROPRIATE

PID: 024-256-510

**Sales history (last 3 full calendar years)**

No sales history for the last 3 full calendar years

**Manufactured home**

**Width**

**Length**

**Total area**

**Register with BC Assessment**



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View recently viewed properties

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Already have an account? Log in ([/Home/LoginInfo](#))

This is Exhibit "C" referred to in the  
Affidavit of Alan Engleton  
sworn (or affirmed) before me at  
Port Coquitlam, B.C.  
this 3 day of November, 2025.

**A Commissioner for taking Affidavits  
for the Province of British Columbia**



## MULTIPLE LISTING SERVICE® MLS® OFFICE USE ONLY

DATE LISTING MLS® NO

BETWEEN: MCEOWN AND ASSOCIATES LTD., INC. Court appointed

OWNER(S) ("SELLER")

RECEIVER OF PRO WEST

OWNER(S) ("SELLER")

TRANSPORT LTD

OWNER(S) ("SELLER")

UNIT ADDRESS

CITY PROV PC

TELEPHONE NUMBER CELL NUMBER

AND: RE/MAX SABRE REALTY GROUP

("LISTING BROKERAGE")

102 2748 LOUGHEED HIGHWAY

UNIT ADDRESS

PORT COQUITLAM BC V3B 6P2

CITY PROV PC

TELEPHONE NUMBER CELL NUMBER

## 1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property")

from <u>May</u>	<u>MONTH</u>	<u>1</u>	<u>2025</u>	(Effective Date) until 11:59 pm on
<u>August</u>	<u>MONTH</u>	<u>1</u>	<u>2025</u>	(Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) and, with the written consent of the Seller, a sub-agent of the Listing Brokerage ("Sub-Agent") to show the Property to prospective buyers.

2. PROPERTY:	<u>25</u>	<u>8701</u>	<u>16th</u>	<u>STREET NAME</u>	<u>STREET TYPE</u>	<u>STREET DIRECTION</u>
	UNIT NO.	HOUSE NO.				
	<u>Burnaby</u>			<u>V3N 5B5</u>		
	<u>CITY/TOWN/MUNICIPALITY</u>			<u>POSTAL CODE</u>		
	<u>024-256-510</u>			<u>OTHER PID(S)</u>		
	PID					

	<u>JM</u>	
INITIALS		

COPYRIGHT BC REAL ESTATE ASSOCIATION

25 8701 16th

Burnaby

BC V3N 5B5

## PROPERTY ADDRESS

STRATA LOT 13, PLAN LMS3670, DISTRICT LOT 13, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROportion TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

## LEGAL DESCRIPTION

## 3. TERMS OF SALE: \$1,279,000.00

TBA

LISTING PRICE

TERMS

## 4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with brokerages (which may include the Listing Brokerage) and their designated agents (other than the Designated Agent) acting for a prospective buyer ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

## 5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:
  - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined), a Sub-Agent, a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
    - (a) within sixty (60) days after the expiration of the term of this Contract; or
    - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined), the Sub-Agent or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; except, in the case of (i) or (ii), if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt and the buyer has exercised their right of rescission set out in Section 42 of the *Property Law Act* within the prescribed period and in the prescribed manner for doing so in which case no remuneration will be payable by the Seller; or
  - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase.
- B. The Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage.

JM		
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INITIALS

25 8701 16th

Burnaby

BC V3N 5B5

## PROPERTY ADDRESS

C. The Seller agrees that, to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages and Sub-Agents a portion of the Listing Brokerage's commission.

D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:

7% ON THE FIRST \$100,000.00 AND 2.5% ON THE BALANCE

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission (commission + tax = remuneration).

(ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.22% ON THE FIRST \$100,000.00 AND 1.15% ON THE BALANCE

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.78% ON THE FIRST \$100,000.00 AND 1.35% ON THE BALANCE

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

(iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:

7% ON THE FIRST \$100,000.00 AND 2.5% ON THE BALANCE

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, to be received by the Listing Brokerage in respect of the Property.

**6. ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:

A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;

B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage, a Sub-Agent or both of them all or part of the remuneration due to the Listing Brokerage; and

C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage a Sub-Agent, and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage, the Sub-Agent and the Cooperating Brokerage.

JM	
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INITIALS

25 8701 16th

Burnaby

BC V3N 5B5

## PROPERTY ADDRESS

## 7. DESIGNATED AGENCY:

A. Subject to Clause 7C(iii) the Listing Brokerage designates ALAN & RYAN EAGLETON

(the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the *Real Estate Services Act* or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;

B. The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.

C. The Seller agrees that:

- (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
- (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
- (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
- (iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.

## 8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Sub-Agents and Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
- D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
- E. Fulfill the duties set out in
  - (i) Real Estate Services Rule 30, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and
  - (ii) Real Estate Services Rule 33 and 34;
- F. Obey all lawful instructions of the Seller that are consistent with the Real Estate Services Act, the Real Estate Services Rules, the REALTOR® Code and all applicable Rules and Bylaws of the real estate board or association including related Regulation and Policies;

## 9. THE LISTING BROKERAGE AGREES:

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10C, 10D, 10F and 10G;

	INITIALS
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25 8701 16th

Burnaby

BC V3N 5B5

## PROPERTY ADDRESS

- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

## 10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. That the Seller has the authority to sell the Property and to enter into this Contract;
- C. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- D. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- E. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- F. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- G. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- H. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- I. That the Property is not currently the subject of any other exclusive listing contract.

## 11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in Real Estate Services Rule 30 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the Real Estate Services Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with Real Estate Services Rule 65 and may be required to cease providing certain trading services to the Seller;

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INITIALS

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Burnaby

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## PROPERTY ADDRESS

- E. Despite Real Estate Services Rule 30(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

## 12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property and terminate their agency relationship with the other party. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with Section 65 of the Real Estate Services Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them, and terminating the agency relationship with the other, in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
  - (i) if the Designated Agent ceases to act as agent of such buyer, the Seller acknowledges and agrees that the Designated Agent may otherwise in the future act as agent for such buyer in respect of property other than the Property;
  - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the Real Estate Services Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
  - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the parties acknowledge that:
    - (a) the Designated Agent's agency with the Seller will terminate and the Designated Agent will no longer have any duties to the Seller as agent of the Seller, whether under this Contract, under the Real Estate Services Rules (other than their duties of confidentiality under Rule 30(e)) or otherwise; and
    - (b) the Listing Brokerage and the Designated Agent will be permitted by the terms of the Consent Agreement and the Real Estate Services Rules to continue to represent such buyer.

## 13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
  - (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards, governments and governmental departments and agencies, appraisers and others;

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- (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
- (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
- (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
- (vi) for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

B. The personal information provided by the 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.

**14. TERMINATION:** The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
  - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
  - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the Real Estate Services Rules.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
  - (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

**15. MISCELLANEOUS PROVISIONS:**

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.



INITIALS

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## PROPERTY ADDRESS

**16. COUNTERPARTS:** The parties agree that this Listing Contract and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

**17. ENTIRE AGREEMENT – THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER):** Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED & DELIVERED THIS 1st DAY OF May 2025 YR.

The Seller declares their residency:

RESIDENT OF CANADA    INITIALS NON-RESIDENT OF CANADA    INITIALS as defined under the *Income Tax Act*.

 John McEown 05/01/   
SELLER'S SIGNATURE MCLEON AND ASSOCIATES LTD., INC. Court appointed

 SELLER'S SIGNATURE RECEIVER OF PRO WEST

 SELLER'S SIGNATURE TRANSPORT LTD

WITNESS

WITNESS

WITNESS

PER: MANAGING BROKER'S SIGNATURE/AUTHORIZED SIGNATORY

RE/MAX SABRE REALTY GROUP  
LISTING BROKERAGE (PRINT)



 ALAN C EAGLETON 05/01/25   
DESIGNATED AGENT'S SIGNATURE

 ALAN & RYAN EAGLETON  
DESIGNATED AGENT'S NAME (PRINT NAME)

\*PREC represents Personal Real Estate Corporation

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PROPERTY ADDRESS

**MULTIPLE LISTING CONTRACT SCHEDULE "A"**

\*SUBMIT YOUR LISTING TO THE MULTIPLE LISTING SERVICE

\*PROFESSIONAL STAGING CONSULTATION

\*KEEP REALTORS FROM OUR OFFICE AND OTHER OFFICES IN THE AREA CONSTANTLY UPDATED AND INFORMED ABOUT YOUR HOME. eg) flyers and an email 'blast'.

\*ADVERTISE YOUR HOME WITH A PICTURE, IN THE FOLLOWING PUBLICATION SITES:

-REALTYLINK IN PRINT

-MLS.CA

-REMAX-SABRE-BC.COM

-THEEAGLETONGROUP.COM

-TWITTER

-INSTAGRAM

-FACEBOOK

-CRAIGSLIST

-KIJIJI

\*SEND INFORMATION ON YOUR HOME BY EMAIL TO TARGET LEADS

\*QUALIFY ALL PROSPECTIVE PURCHASERS

\*FOLLOW UP WITH ALL PURCHASERS AND REALTORS WHO HAVE SEEN/SHOWN YOUR HOME

\*USE A PROFESSIONAL SIGN

\*ADVISE YOU HOW TO 'PRESENT' YOUR HOME FOR THE BEST RESULTS, AND IF NEEDED PROVIDE A HOME STAGING CONSULTATION

\*REPRESENT YOU DURING NEGOTIATIONS WHEN AN OFFER COMES IN, AND ADVISE YOU AS TO THE OPTIONS AVAILABLE

		
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INITIALS

This is Exhibit "D" referred to in the  
Affidavit of Alan Engleton  
sworn (or affirmed) before me at  
Port Coquitlam, B.C.  
this 3 day of November 2015.

2  
A Commissioner for taking Affidavits  
for the Province of British Columbia

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to 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 REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has 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.

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## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

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).

**Costs to be Borne by the Buyer**

Lawyer or notary Fees and Expenses:

- searching title,
- drafting documents.

Costs of Mortgage, including:

- mortgage company's lawyer/notary,
- appraisal (if applicable),
- Land Title Registration fees.

Land Title Registration fees.

Survey Certificate (if required).

Fire Insurance Premium.

MC

Sales Tax (if applicable).

ST

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).

**Goods and Services Tax (GST)**

The Contract of Purchase and Sale provides that, unless the Buyer and the Seller agree otherwise in writing, the Purchase Price set out in Section 1 includes applicable GST. Whether or not GST applies to the purchase and sale of the Property will depend on a number of different factors. Buyers and Sellers are advised to make inquiries and seek professional advice as to whether GST is applicable to their transaction before entering into the Contract of Purchase and Sale.

If GST is applicable, the Buyer will pay such GST to the Seller on the Completion Date by paying the full amount of the Purchase Price, and the Seller will remit to CRA from such payment, the applicable GST.

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 on 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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. 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. Among the obligations included in Section 53 of the Real Estate Services Rules: 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 with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

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## CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX All Points Realty

DATE: 09/25/2025

ADDRESS: #101 - 1020 Austin Avenue

Coquitlam

BC V3K3P1

PHONE: (604) 936-0422

PREPARED BY: Winnie Pak PREC\*

MLS® NO: R3033180

BUYER: MICHAEL YONG CHA

SELLER: MCEWAN &amp; ASSOCIATES LTD., INC., COURT APPOINTED RECEIVER OF PRO WEST TRANSPORT LTD

BUYER: SUSIE TO

SELLER:

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

ADDRESS: 602 2077 ROSSER AVE.

ADDRESS: \_\_\_\_\_

BURNABY

BC

PC: \_\_\_\_\_

PC: V5C 0G6

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

**PROPERTY:**

25 8701

16th Avenue

UNIT NO.

ADDRESS OF PROPERTY

Burnaby

BC V3N 5B5

CITY/TOWN/MUNICIPALITY

POSTAL CODE

024256510

PID

OTHER PID(S)

STRATA LOT 13, PLAN LMS3670, DISTRICT LOT 13, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

**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 ~~\$1,000,000.00~~ \$990,000.00  
 One Million Nine Hundred Ninety Thousand

DOLLARS (Purchase Price).

Unless the Buyer and the Seller agree otherwise in writing, the Purchase Price includes Goods and Services Tax (GST) if applicable, and the Seller will separately disclose all applicable GST on or before the Completion Date on the Seller's Statements of Adjustments. If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be ~~\$2,500.00~~ \$2475.00

(Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the *Home Buyer Rescission Period Regulation*, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

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BUYER'S INITIALS

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SELLER'S INITIALS

25 8701 16th Avenue

Burnaby

BC V3N 5B5 PAGE 2 of 11 PAGES

## PROPERTY ADDRESS

2. **DEPOSIT:** A deposit of \$50,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:  
within 24 hrs of 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 \_\_\_\_\_

RE/MAX All Points Realty 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:

- the Conveyancer is a Lawyer or Notary;
- 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
- if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

Subject to satisfactory FINANCING by October 8, 2025. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before October 8, 2025, receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

\* A current Form B Information Certificate from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, (if any), and the most recent depreciation report obtained by the strata corporation (if any);

\*If relevant, a Form B Information Certificate from the section, attaching the section's rules, current budget, the developer's Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);

\* A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;

\* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;

\* The minutes of any meeting held between the period from September 2023 to September 2025 by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and

\*the current insurance cover note explaining the strata corporation's insurance coverage and deductibles.

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*.

MC	ST	
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BUYER'S INITIALS

JM		
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SELLER'S INITIALS

## PROPERTY ADDRESS

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

## \* engineering report (if any)

Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the Seller's agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation by October 2, 2025 and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent).

Buyer and Seller agree that in the event that any of the above documents are not received by the Buyer in the time frame outlined above, subject removal for all subjects shall automatically be extended to 3 business days after receipt of the final outstanding document.

This condition is for the sole benefit of the Buyer.

The Seller will notify the Buyer prior to the completion date of any amendments to the By-Laws approved or proposed by the Strata Corporation which have not already been brought to the attention of the Buyer. The Seller will pay, on or before the completion date any special assessments which are levied but not due until after completion date. If a special assessment has been proposed, but not passed by the strata Corporation before the completion date, the Buyer may hold back, in the Buyer's Lawyer's trust account, the amount of the proposed assessment and either pay said amount to the Strata Corporation or, if the proposed special assessment is defeated pay said to the Seller.

Subject to the Buyer, on or before October 8, 2025 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.

The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

MC

ST

Subject to the Buyer on or before October 8, 2025 obtaining and approving a Property Disclosure Statement. If approved such statement will be incorporated into and form part of this contract.

JM

Subject to the Buyer, on or before October 8, 2025 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$500.00 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. This condition is for the sole benefit of the Buyer.

MC

The Seller will credit the Purchaser with a Decorating Allowance in the amount of \$20,000.00 and this credit shall be applied on the Statement of Adjustments.

JM

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The Seller represents and warrants that, during the time the Seller has owned the strata lot, neither the strata lot nor any limited common property associated with the strata lot has been used for the growth of marijuana or manufacture of any illegal substances.

MC

This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller's knowledge and belief, neither the strata lot nor any limited common property associated with the strata lot has ever

ST

been used for the growth of marijuana or manufacture of illegal substances.

JM

Both the Buyer and Seller acknowledge that the Brokerages providing Agency Services to the Buyer and Seller do not provide legal/professional, accounting or other expert advice in matters beyond the common standard of care in the Real Estate Industry. Both parties have been afforded the opportunity and advised to seek independent legal/professional advice as required.

Subject to court approval. This condition is for the sole benefit of the Seller.

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*.

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BUYER'S INITIALS

Authenticity	JM	
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SELLER'S INITIALS

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25 8701 16th Avenue

Burnaby

BC V3N 5B5 PAGE 4 of 11 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:

SCHEDULE "A", The Parties agree that all terms in the SCHEDULE "A" attached to this contract are incorporated into & forms part of the contract.

*Authentic DigiSign Verified - c5ab0fee-58d0-456e-93ad-ea569dd3940e*  
JM

*MC ST*

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*.

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BUYER'S INITIALS

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SELLER'S INITIALS

BC2057 REV. NOV 2024

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## PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on December 3, yr.2025 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 o'clock p.m. on December 4, yr.2025 (Possession Date) or, subject to the following existing tenancies, if any:

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 December 4, yr.2025 (Adjustment Date).

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:

fridge, dishwasher, ~~washer/dryer~~, all window covering, 2 sets of keys, garage door opener


MC ST

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 September 21, yr.2025

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, wire transfer 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:

- 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);
- a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
- 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*,

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BUYER'S INITIALS

		
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SELLER'S INITIALS

25 8701 16th Avenue

Burnaby

BC V3N 5B5 PAGE 6 of 11 PAGES

## PROPERTY ADDRESS

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*.

**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 payment is paid and such formal agreements to pay the balance as may be necessary are 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 under 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:

- made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and
- fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and
- 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 "Designated Agent(s)") described in Section 21, the real estate boards or "associations" of which those Brokerages

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

and Licensees are members (together with any successors or amalgamations thereof, the "Boards") and, if the Property is listed on a Multiple Listing Service®, the 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 Board that operates the Multiple Listing Service® and other Boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that Board and other Boards;
- C. for enforcing codes of professional conduct and ethics for members of Boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

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 27(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):

<i>JM</i>		
INITIALS		

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with  
Alan Eagleton Ryan Eagleton  
 DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Sabre Realty Group  
 BROKERAGE

<i>MC</i>	<i>ST</i>	
INITIALS		

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with Winnie Pak PREC\*  
 DESIGNATED AGENT(S)

Winnie Pak PREC\*

who is/are licensed in relation to RE/MAX All Points Realty  
 BROKERAGE


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

<i>MC</i>	<i>ST</i>	
BUYER'S INITIALS		

DESIGNATED AGENT(S)

<i>JM</i>		
SELLER'S INITIALS		

## PROPERTY ADDRESS

who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA 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.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA 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.

## 22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

MC	ST	
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BUYER'S INITIALS

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, 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.

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SELLER'S INITIALS

23. DISCLOSURE OF BUYER'S RESCISSION RIGHT: The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

A. the Buyer cannot waive the Rescission Right;  
B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);  
C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.  
D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and

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BUYER'S INITIALS

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SELLER'S INITIALS

## PROPERTY ADDRESS

E. the following are exempt from the Rescission Right:

- (i) residential real property that is located on leased lands;
- (ii) a leasehold interest in residential real property;
- (iii) residential real property that is sold at auction;
- (iv) residential real property that is sold under a court order or the supervision of the court; and
- (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

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

**25. COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS**

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BUYER'S INITIALS

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SELLER'S INITIALS

25 8701 16th Avenue

Burnaby

BC V3N 5B5 PAGE 10 of 11 PAGES

## PROPERTY ADDRESS

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5 o'clock        p.m. on

**JM** 26 27th day of September yr. 2025 (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 **ST** Purchase and Sale on the terms and conditions set forth.

**MC** 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 

<b>MC</b>	<b>ST</b>	
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 INITIALS

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 INITIALS NO

*Michael Cha* **SEAL**  
BUYER

MICHAEL YONG CHA  
PRINT NAME

*Susie To* **SEAL**  
BUYER

SUSIE TO  
PRINT NAME

**SEAL**  
BUYER

PRINT NAME

WITNESS

WITNESS

WITNESS

27. **ACCEPTANCE:** The Seller:

- hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above,
- agrees to pay a commission as per the Listing Contract, and
- 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 this 26th day of September yr. 2025

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF  
CANADA

**SEAL**  
**JM**

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NON-RESIDENT  
OF CANADA

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 INITIALS

AuthenDigiSign

*John McEown* **SEAL**  
SELLER

09/26/25

MCEOWN & ASSOCIATES LTD., INC., COURT APPOINTED RECEIVER  
PRINT NAME

**SEAL**  
SELLER

**SEAL**  
SELLER

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25 8701 16th Avenue

Burnaby

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PROPERTY ADDRESS

**NOTICE FOR BUYER'S RESCISSION RIGHT:** If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right and the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: John McEown

Address: \_\_\_\_\_

Email: aleagle@shaw.ca

Fax: \_\_\_\_\_

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is \_\_\_\_\_ (the "**Final Acceptance Date**") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is **October 2, 2025**.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail. This Notice is only applicable if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right.

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BUYER'S INITIALS

JM		
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SELLER'S INITIALS

\*PREC represents Personal Real Estate Corporation

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**SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE**

**(SALE BY MCEOWN AND ASSOCIATES LTD., SOLELY IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER OF PRO WEST TRANSPORT LTD. AND IN ITS  
CAPACITY AS INSTRUMENT-APPOINTED RECEIVER OF PRO WEST  
TRANSPORT LTD., AND NOT IN ITS PERSONAL OR ANY OTHER CAPACITY)**

DATE: 09/25/2025

**CONTRACT OF PURCHASE AND SALE RE:**

25-8701 16th Avenue, Burnaby, BC, with a legal description of:

Parcel Identifier 024-256-510  
STRATA LOT 13 DISTRICT LOT 13 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN LMS3670  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN  
PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS  
SHOWN ON FORM 1

(the "Property").

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to the Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean MCEOWN AND ASSOCIATES LTD. solely in its capacity as court-appointed receiver of Pro West Transport Ltd. and in its capacity as instrument-appointed receiver of Pro West Transport Ltd. The Purchaser acknowledges and agrees that the Receiver acts pursuant to its appointment as receiver of Pro West Transport Ltd., and not in its personal or any other capacity (the "Receiver").
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this Contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Purchaser accepts the Property "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.

4. The Purchaser acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Purchaser acknowledges and agrees that the Purchaser has relied entirely upon the Purchaser's own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to all environmental matters, and without limiting the generality of the foregoing, the Purchaser agrees that the Purchaser is responsible to satisfy himself/herself/itself, and is relying on the Purchaser's own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Purchaser and the environmental condition of the Property is otherwise acceptable. "Contaminants" include, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos material, urea formaldehyde, deleterious substances, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, order or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Purchaser acknowledges and agrees that the assets to be purchased under the Contract of Purchase and Sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Purchaser are taken at the Purchaser's own risk completely, without representation or warranty of any kind from the Receiver as to the ownership or state of repair of any such personal property or chattels.
7. The Purchaser acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Purchaser.
8. ~~If applicable, notwithstanding s. 109 of the *Strata Property Act*, S.B.C. 1998 c. 43, the Purchaser agrees that the Purchaser will be responsible for payment of all special assessments levied prior to the Completion Date that have not been paid, together with all assessments which may be levied and become payable at any time after the Completion Date, whether known or unknown, or anticipated at any time prior. The Receiver will only be responsible for payment of monthly maintenance arrears that are due and owing to the subject strata corporation on the Completion Date.~~
9. The Receiver is not and will not be liable to the Purchaser nor to anyone claiming by, through or under the Purchaser for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
10. The acceptance of this offer by the Receiver is pursuant to its appointment as receiver of Pro West Transport Ltd. by instrument and in its capacity as court-appointed receiver of Pro West Transport Ltd., and not as owner of the Property.
11. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia with the real estate commission in respect of this Contract of Purchase and Sale

to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.

12. The Purchaser acknowledges and agrees that other prospective purchasers may attend in Court in person, virtually, by phone, or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect the Purchaser's interest in purchasing the Property, the Purchaser acknowledges and agrees that the Purchaser should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct.
13. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:
  - (a) the Court orders that the Receiver is not entitled to sell the Property and/or another party, person, or corporation obtains conduct of sale of the Property by order of the Court;
  - (b) McEown & Associates' appointment as receiver of Pro West Transport Ltd. is terminated for any reason or is found to be invalid;
  - (c) the Receiver determines it is not advisable to present this Contract of Purchase and Sale to the Court; or
  - (d) the Property is redeemed as may be permitted by the Court,and in any such event the Receiver shall have no further obligations or liability to the Purchaser under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
14. The Purchaser acknowledges and agrees that the Purchaser is purchasing title in the Property free and clear of all encumbrances except:
  - a. 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;
  - b. registered or pending restrictive covenants and rights-of-way in favor of utilities and public authorities;
  - c. existing tenancies, if any; and
  - d. as otherwise set out herein.

15. The Purchaser acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract of Purchase and Sale, and in either event the amount paid by the Purchaser, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies. In accordance with s. 30(i)(g) and 30(2)(b) of the *Real Estate Services Act*, the Purchaser and the Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Purchaser hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or their counsel confirming that the Purchaser has failed or refused to complete the purchase and sale herein contemplated despite the Purchaser's conditions having been satisfied or waived.
16. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
17. The Purchase Price does not include Good and Services Tax or Harmonized Sale Tax, if any. The Purchaser is responsible for paying GST or HST (if any).
18. The Receiver may, at its sole discretion, extend the Completion Date by up to 30 days.
19. The Receiver is not required to provide the Purchaser with a Form F, a Form B, or any other documents in relation to the strata property.
20. All funds payable in connection with this Contract of Purchase and Sale will be by wire transfer, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
21. If the Court approves this Contract of Purchase and Sale, the Order will describe the Purchaser exactly as the purchaser appears at the top of the first page of the Contract of Purchase and Sale, so the Purchaser as described at the top of the first page of the Contract of Purchase and Sale will appear as the owner of the Property after completion of the sale. The Receiver will not be bound by any term in the Contract of Purchase and Sale describing the Purchaser otherwise, or allowing the Purchaser to complete the sale with a different name.

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Witness

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*Michael Cha*

Purchaser

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Witness

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*Susie To*

Purchaser

**MCEOWN AND ASSOCIATES LTD., solely in  
its capacity as court-appointed receiver of Pro West  
Transport Ltd. and in its capacity as instrument-appointed  
receiver of Pro West Transport Ltd.  
by its authorized signatory**

\_\_\_\_\_  
Witness

Authentisign  
John McEown 09/26/25  
Signature  
John McEown  
Print name



# Disclosure of Interest in Trade (Buying or Selling)

Real estate licensees have a regulatory requirement to present you with this consumer information whenever:

- You are selling real estate that the real estate licensee or their associate intends to acquire an interest in, or
- You are buying real estate that the real estate licensee or their associate has an interest in.

This disclosure must be provided to you **before** you enter into any agreement for the purchase and sale of real estate. This disclosure must also be provided to you where the real estate licensee provides real estate trading services to their associate.\* (see page 4 for the definition of an associate).

This disclosure is being provided to you to raise awareness of the potential risks that may arise in a real estate transaction when a real estate licensee has a direct or indirect personal interest. These risks can include the potential for conflicts of interest or a disparity in bargaining power because of a difference in knowledge. Real estate licensees are generally considered to be sophisticated parties in a transaction and may have greater knowledge than the average consumer, which may include you, about the property (e.g., fair market value, development potential) and the real estate market in general.

You should speak to your real estate licensee and/or seek independent advice if you have any questions about this disclosure or the risks it might indicate.

**BC Financial Services Authority** is the legislated regulatory agency that works to ensure real estate licensees have the skills and knowledge to provide you with a high standard of service. All real estate licensees must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

**Keep this information page for your reference.**

IT IS STRONGLY RECOMMENDED THAT YOU (the Consumer) OBTAIN INDEPENDENT ADVICE REGARDING THE FAIR MARKET VALUE OF THE PROPERTY YOU ARE BUYING OR SELLING.

## IN THIS DOCUMENT

- **Part A** shows you who is making the disclosure and who they represent.
- **Part B** must be filled out when a real estate licensee or the associate they represent is **buying a property**.
- **Part C** must be filled out when a real estate licensee or the associate they represent is **selling a property**.

**PART A – TO BE COMPLETED BY ALL REAL ESTATE LICENSEES**Notice to (indicate name of either the buyer or seller): John McEown

25 8701 16th Avenue	Burnaby	BC V3N 5B5
Street address of the property	Legal description of the property	

I, WINNIE PAK PREC\* (name of real estate licensee), am licensed under the *Real Estate Services Act*, and disclose to you that:

- I am buying the property (proceed to Part B)
- my associate(s) is (are) buying the property and I am providing them trading services (proceed to Part B)
- I am selling the property (proceed to Part C)
- my associate(s) is (are) selling the property and I am providing them trading services (proceed to Part C)

MICHAEL YONG CHA AND SUSIE TO  
Name of associate(s)

SON AND DAUGHTER IN LAW  
My relationship to the associate(s)

**PART B – TO BE COMPLETED WHEN THE REAL ESTATE LICENSEE OR AN ASSOCIATE THEY REPRESENT IS BUYING THE PROPERTY****I am / my associate is BUYING the property:**

- for personal use, rental or other use, or
- to resell it

and I, and/or my associate intend to resell the property with the following terms:

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**Remuneration:**

If you accept my and/or my associate's offer, real estate commission or other remuneration is anticipated to be earned or received in the following amounts:

By me: \$13,570.00

By my associate: \$\_\_\_\_\_

From another buyer or tenant: \$\_\_\_\_\_

**PART C – TO BE COMPLETED WHEN THE REAL ESTATE LICENSEE  
OR AN ASSOCIATE THEY REPRESENT IS SELLING THE PROPERTY**

- I own the property
- My associate owns the property

**REAL ESTATE LICENSEE DISCLOSURE DETAILS**

**Disclosure – To be completed by the real estate licensee:**

I make this disclosure to you in compliance with section 53 of the Real Estate Services Rules under the *Real Estate Services Act* at:

BURNABY \_\_\_\_\_ (place) on September 25 2025 \_\_\_\_\_ date

Disclosed by Winnie Pak \_\_\_\_\_ (signature of real estate licensee)  
WINNIE PAK PREC\*

Witnessed by \_\_\_\_\_ (signature of a person other than  
the person to whom the disclosure is to be made)

**CONSUMER ACKNOWLEDGMENT**

**This is NOT a contract**

I acknowledge that I have received the **Disclosure of Interest in Trade** consumer information page and this disclosure form.

John McEown

September 26, 2025

Name (optional)

Date



Initials (optional)

Date

Name (optional)

Date

Initials (optional)

Date

## BROKERAGE USE ONLY

A COPY OF THIS FORM MUST BE DELIVERED TO YOUR BROKERAGE. THIS SECTION IS TO BE COMPLETED BY THE BROKERAGE WHOSE REAL ESTATE LICENSEE IS MAKING THE DISCLOSURE.

I \_\_\_\_\_ acknowledge receipt of a copy of this disclosure on behalf of the brokerage of the real estate licensee making this disclosure.

\_\_\_\_\_  
Signature of person acknowledging receipt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of person acknowledging receipt on behalf of the brokerage

*Note: section 83(1)(a) of the Real Estate Services Rules requires a brokerage to maintain a copy of all written disclosures and any other related acknowledgements under Part 5 Division 2 of the Real Estate Services Rules.*

## Definitions

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### ASSOCIATE

A licensee's associate means:

- their spouse (as defined by the Family Law Act),
- a trust or estate wherein the licensee or their spouse or family partner have a substantial beneficial interest or serve as a trustee, or
- a corporation, partnership, association, syndicate or unincorporated organization wherein the licensee or their spouse or family partner hold 5% or more of its capital or are entitled to 5% or more of its profits.

An associate in the case of a brokerage that is a corporation or partnership means:

- a director, officer or partner of the brokerage,
- a shareholder of the brokerage who holds more than 10% of the voting shares of the brokerage,
- a trust or estate wherein the brokerage or a director, officer or partner of the brokerage has a substantial beneficial interest (or serves as a trustee)
- a corporation, partnership, association, syndicate or unincorporated organization wherein the brokerage or a director, officer or partner of the brokerage, holds 5% or more of its capital or is entitled to 5% or more of its profits.

This is Exhibit E referred to in the  
Affidavit of Alan Easleton  
sworn (or affirmed) before me at  
Port Crediton, B.C.  
this 3 day of November 2025.

**A Commissioner for taking Affidavits  
for the Province of British Columbia**



## REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



**GREATER  
VANCOUVER  
REALTORS®**

Page 1 of 2

MLS® NO: R3033180

ADDRESS OF PROPERTY: 25 8701 16th Avenue

DATE OF CONTRACT: September/25/2025

Date: October/08/2025

Burnaby

BC V3N 5B5

P.I.D #: 024256510

### **A. REMOVAL OF "SUBJECT TO CLAUSE"**

**WITH REFERENCE TO THE ABOVE, THE SUBJECT TO CLAUSE(S) NOTED BELOW, IS/ARE  
WAIVED OR DECLARED FULFILLED. TIME SHALL REMAIN OF THE ESSENCE.**

Subject satisfactory Financing by October 8, 2025. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before October 8, 2025, receiving and approving the following documents with respect to information that

reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

\* A current Form B Information Certificate from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, (if any), and the most recent depreciation report obtained by the strata corporation (if any);

Continued on Page 2 (if applicable)

*Michael Cha*

SEAL

BUYER  
MICHAEL YONG CHA  
PRINT NAME

WITNESS

SELLER

MCEOWN & ASSOCIATES LTD., INC., COURT APPOINTED RECEIVER  
PRINT NAME

WITNESS

*Susie To*

SEAL

BUYER  
SUSIE TO  
PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

SEAL

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

### **B. APPOINTMENT OF CONVEYANCER**

THE BUYER HEREBY APPOINTS \_\_\_\_\_ OF \_\_\_\_\_  
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

THE SELLER HEREBY APPOINTS \_\_\_\_\_ OF \_\_\_\_\_  
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.



## REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



**GREATER  
VANCOUVER  
REALTORS®**

Page 2 of 2

- \*If relevant, a Form B Information Certificate from the section, attaching the section's rules, current budget, the developer's Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);
- \* A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;
- \* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;
- \* The minutes of any meeting held between the period from September 2023 to September 2025 by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and
- \*the current insurance cover note explaining the strata corporation's insurance coverage and deductibles
- \* engineering report (if any)

Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the Seller's agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation by October 2, 2025 and to immediately, upon

receipt, deliver the documents to the Buyer (or the Buyer's agent).

Buyer and Seller agree that in the event that any of the above documents are not received by the Buyer in the time frame outlined

above, subject removal for all subjects shall automatically be extended to 3 business days after receipt of the final outstanding document.

This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before October 8, 2025 searching and approving title to the property against the presence of any charge

or other feature, whether registered or pending, 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 October 8, 2025 at the Buyer's expense, obtaining and approving an inspection report against

any defects whose cumulative cost of repair exceeds \$500.00 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. This condition is for the sole benefit of the Buyer.

ST	MC	
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BUYER'S INITIALS

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SELLER'S INITIALS