



This is the 1st affidavit of
Kenneth Kwok Ying Chan in this case
and was made on November 26, 2021

No. S217956

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN LMS 992

PETITIONERS

AND:

KENNETH KWOK YING CHAN, WEI LIN YUEN CHAN, CHE WING CHAN, YAT SIN
WONG

ARDESHIR SOLTANI RAZAGH SARAB, 0837963 B.C. LTD

RESPONDENTS

AFFIDAVIT

I, Kenneth Kwok Ying Chan of c/o 301-2609 Westview Drive, North Vancouver, V7N 4M2, retiree, MAKE OATH AND SAY AS FOLLOWS:

1. I am a retired businessman and owner of strata lot 9 ("SL9") in Strata Plan LMS 992 (the "Strata Corporation") and, as such, have knowledge of the matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.
2. My date of birth is September 28, 1952. My wife's date of birth is March 4, 1951.
3. I purchased SL9 with my wife, Wei Lin Yuen Chan, in or around November 1993 as a long-term investment.

4. SL9 is located in the neighbourhood of Collingwood-Joyce. The Strata Corporation was one of the first multi-use high-rise strata developments in the neighbourhood.
5. At the time of purchasing SL9, Collingwood-Joyce was occupied primarily by industrial buildings in the east and single family homes in the west. Over the past 25 years, I have witnessed the neighbourhood transform into a busy and desirable urban centre.
6. Commercial space in Collingwood-Joyce is limited and in high demand. Since purchasing SL9, it has been leased consistently. Over the 28 years I have had two lessees.
7. My wife and I have relied on the rental income from SL9 through the years to pay our mortgage and now to fund our retirement.
8. For over 10 years SL9 has been leased to Xiao Yu Zhang who operates a hair salon in it. Mr. Zhao currently pays \$3473.40 a month in rent.
9. Attached hereto and marked **Exhibit "A"** to this my affidavit is a true copy of the current lease agreement with Mr. Zhang.
10. My wife and I have always kept up to date on SL9's strata management fees and abided by the Strata Corporation's bylaws. Unfortunately, over the past 10 years the Strata Corporation has been poorly managed and the townhouses are now in need of urgent repairs.
11. In or around April 2018, owners of the Strata Corporation approved a special assessment of \$40,000 for urgent temporary shoring of the townhouses. However, the temporary shoring of the townhouses was not completed until May 2021.
12. Attached hereto and marked **Exhibit "B"** to this my affidavit is a true copy of the April 12, 2018 SGM minutes.
13. On January 28, 2019, the Strata Council held a meeting where it was acknowledged that the Strata Corporation was obligated to maintain the Townhouses and to ensure they were safe regardless of whether the Strata Corporation got wound up.
14. Attached hereto and marked **Exhibit "C"** to this my affidavit is a true copy of the January 28, 2019 meeting minutes.
15. In November of 2019, the strata council (the "Strata Council") advised the Owners that the Strata Corporation's property manager had seemingly submitted false

- repair quotes for the Townhouses in order to get the Strata Corporation to hire a certain construction company.
16. Attached hereto and marked **Exhibit "D"** to this my affidavit is a true copy of the November 29, 2019 letter of Strata Council advising the Owners of same.
 17. On or around December 11, 2019, the Strata Corporation entered into a purchase and sale agreement with Intracorp Acquisition Co. Ltd. ("Intracorp") for \$41,400,000 (the "December 2019 PSA").
 18. On May 13, 2020, the Strata Counsel held a special general meeting (an "SGM") for owners to vote on resolutions to (1) wind up the Strata Corporation (2) approve December 2019 PSA and (3) approve a \$1,800,000 special assessment for repairs on the townhouses. All three of the resolutions failed.
 19. Attached hereto and marked **Exhibit "E"** to this my affidavit is a true copy of the May 13, 2020 SGM meeting minutes.
 20. On July 11, 2020, the Strata Council held another SGM (the "July 2020 SGM") for owners to vote on a resolution to approve a \$1,800,000 special assessment for repairs on the townhouses. The resolution succeeded.
 21. Attached hereto and marked **Exhibit "F"** to this my affidavit is a true copy of the July 11, 2020 SGM meeting minutes.
 22. Since the July 2020 SGM, the owners have paid at least \$1,500,000 for permanent repairs on the townhouses. However, to date, the associated repairs have not taken place.
 23. Attached hereto and marked **Exhibit "G"** to this my affidavit is a table sent by the Strata Council indicating how much money is in the Strata Corporation's contingency reserve fund.
 24. On January 11, 2021, the Strata Corporation entered a second purchase and sale agreement with Intracorp for \$41,400,000 (the "January 2021 PSA").
 25. On or around May 18, 2021, my wife and I listed SL9 for sale. Our real estate agent is Patsy Hui. Under the advice of Ms. Hui, we set the asking price for SL9 at \$1,100,000.
 26. Attached hereto and marked **Exhibit "H"** to this my affidavit is a true copy of the real estate listing for SL9.
 27. By letter dated May 27, 2021 (the "May 2021 Letter"), the Strata Council notified owners that an SGM would be held on July 7, 2021 (the "July 2021 SGM"). The

May 2021 Letter stated that owners would be asked to vote on a number of resolutions including one to wind up the Strata Corporation and another to approve the January 11, 2021 PSA.

28. The May 2021 Letter further set out the proceeds of sale each owner would receive under the January 2021 PSA. The May 2021 Letter indicated that I would receive \$489,863.68 for SL9.
29. Attached hereto and marked **Exhibit "I"** to this my affidavit is copy of the May 2021 Letter.
30. The 2021 assessed value of SL9 is \$605,6000.
31. Attached hereto and marked **Exhibit "J"** to this my affidavit is a true copy of a printout from the BC Assessment for SL9.
32. On or around June 15, 2021, my wife and I entered a purchase and sale agreement with Westcoast Sunset Holdings Corporation ("Westcoast Sunset") for \$1,100,000 (the "SL9 PSA"). The SL9 PSA is conditional on the City granting certain approvals for Westcoast Sunset to operate a cannabis retail store. The SL9 PSA has been extended on numerous occasions to allow more time for the City to grant the approvals.
33. Attached hereto and marked **Exhibit "K"** to this my affidavit is a true copy of the SL9 PSA and the related extension agreements.
34. My wife and I have had no dealings with Westcoast Sunset or its officers and directors prior to the SL9 PSA.
35. On July 7, 2021, the Strata Council held another SGM (the "July 2021 SGM") for owners to vote on a number of resolutions including to (1) wind up the Strata Corporation and (2) approve the January 2021 PSA. Both resolutions were carried.
36. Attached hereto and marked **Exhibit "L"** to this my affidavit is a true copy of the July 2021 SGM minutes.
37. On or around August 20, 2021, I emailed the Strata Council President requesting permission to post a City permit application sign in the Strata's common property. On or around August 26, 2021, the Stata Council President responded declining my request.
38. Attached hereto and marked **Exhibit "M"** to this my affidavit is a copy of my email correspondence with the Strata Council President.

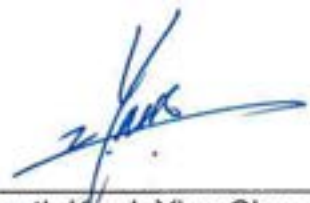
39. On or around October 21, 2021 the Strata Council President advised that the Strata Corporation was being summoned by the City for failing to apply for a permit to conduct repairs on the Townhouses.
40. Attached hereto and marked **Exhibit "N"** to this my affidavit is a true copy of the October 21, 2021 update from the Strata Council President.
41. My wife and I remain ready and willing to sell SL9 for fair market value.

SWORN BEFORE ME at the City of North
Vancouver, in the Province of British
Columbia, this 26 day of November, 2021



A Commissioner for taking Affidavits for
British Columbia

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Kenneth Kwok Ying Chan

CLAIRE M. ARMSTRONG
Barrister & Solicitor
PETTIT AND COMPANY
#301 - 2609 WESTVIEW DRIVE
NORTH VANCOUVER, B.C. V7N 4M2
TEL: 604-998-0901 FAX: 604-998-0920

...is Exhibit ^A referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

LEASE AGREEMENT

THIS LEASE AGREEMENT dated for reference September 1, 2019.

BETWEEN:

KENNETH KWOK YING CHAN, a Businessman and **MEI LIN CHAN**,
Home Executive of 1996 Campbell Avenue, Port Coquitlam, British Columbia
V3C 4T2

(the "Landlord")

AND:

XIAO YU ZHANG, Hairdresser of 3370 Vanness Avenue, Vancouver, British
Columbia V5R 5A8

(the "Tenant")

DEFINITIONS

Any previous lease and/or extensions are terminated in its entirety and this Lease is the only subsisting Lease in place.

In this Lease the following terms have the following meanings:

1.01 "PREMISES" As referred to in Clause 2.01.

1.02 "TERM" (a) The Term of this Lease shall be for a period of THREE (3) YEARS commencing on the 1st day of September 2019 to the 31st of August 2022 (the "Expiry Date"), referred to in Clause 2.02.

(b) The Term shall also be divided into THREE (3) separate terms (the Sub-term") for the purposes of rent payment as described in Clause 3.01

The Sub-terms are defined as follows:

- | | | |
|-------|--------------------------------------|---------------------|
| (i) | September 1, 2019 to August 31, 2020 | ("First Sub-term") |
| (ii) | September 1, 2020 to August 31, 2021 | ("Second Sub-term") |
| (iii) | September 1, 2021 to August 31, 2022 | ("Third Sub-term") |

1.03 "COMMENCEMENT DATE" the 1st day of September 2019, referred to in Clause 2.03

1.04 "PERMITTED USE" Hair Dressing Salon, referred to in Clause 4.01

1.05 "LEASE YEAR", shall mean a twelve month period commencing on the first day of September in any one calendar year and ending on the last day in August in the following calendar year, providing that the first Lease Year shall commence on the Commencement Date and end on the last day of August next following and that the last Lease Year shall commence on the first day of September in the final twelve month period of this Lease and end upon the Expiry Date of the Lease.

Initial of Landlord

M.L.C.

Initial of Landlord

K.Y.C.

Initials of Tenant

X.Y.Z.

1.06 "PROPERTY" shall mean the land legally described:

PID: 018-366-899
STRATA LOT 9 DISTRICT LOT 37 STRATA PLAN LMS992

1.07 "BUILDING" shall mean the building or buildings now or hereafter erected on the Property.

1.08 "TENANT'S WORK" shall mean any work to be performed hereunder or equipment to be supplied by the Tenant and Tenant's Work shall include, without limitation, equipping the Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures, floor coverings, and any other equipment necessary for the proper operation of the Tenants business.

DEMISE

2.01 WITNESS that in consideration of the rents, covenants, and agreements hereinafter reserved and contained and on the part of the Tenant to be paid, observed and performed, the Landlord does demise and Lease unto the Tenant the Premises with a civic address: 3378 Vanness Avenue, Vancouver, BC

HABENDUM

2.02 TO HAVE AND TO HOLD the Premises for and during the term set forth in Clause 1.02.

COMMENCEMENT

2.03 This Lease and the payment of Rent hereunder shall commence on the Commencement Date and this Lease shall end on the Expiry Date of the Term.

The Landlord may notify the Tenant in writing in advance of the Commencement Date of a postponement of occupation of the Premises by the Tenant by reason of any delay sustained by the Landlord for causes beyond his control. In such event no Rent shall be payable by the Tenant for the period of the deferment, and the Landlord shall have no further liability in connection with such deferment. If the Tenant takes possession of the Premises before the Commencement Date, rentals and other payments stipulated to be paid by the Tenant under the terms of this Lease will be paid *pro rata* on a *per diem* basis until the Commencement Date, and all terms and conditions of this Lease shall apply from the date that the Tenant takes possession of the Premises.

ACCEPTANCE FOR OCCUPATION

2.04 Acceptance of the Premises by the Tenant for occupation and/or execution of Tenant's Work shall constitute an acknowledgement by the Tenant that the Premises are complete and in satisfactory condition.

TENANTS WORK

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

- 2.05 The Tenant acknowledges that, unless it is otherwise agreed with the Landlord, it has entered into this Lease on the express understanding that it is the Tenant's obligation to complete and pay for the Tenant's Work.

Plans and specifications for the Tenant's Work shall be submitted to the Landlord for his approval prior to the submission for any Municipal or other statutory permits which may be required and prior to the commencement of any work.

Tenant's Work shall be carried out in accordance with the provisions of the Tenant's Guide, if such is supplied to the Tenant, and in accordance with plans and specifications prepared by the Tenant and approved by the Landlord. The Landlord shall have the right to approve any contractors engaged by the Tenant at normal working hours to carry out work on the Premises. The Landlord shall have the right to undertake, on behalf of and at the Tenant's expense, such work as the Landlord may so designate as physically or functionally integral to the Building. Such work shall not be structural, roof and sub-floor work, external walls, mechanical installations and utility services.

RENT

- 3.01 For the purpose of this Lease Agreement the Rent shall be payable as follow:

Commencing:

- (a) The First Sub-term

RENT: \$3,301.10 per month which is inclusive of Base Rent of \$2,484.40, applicable Sale Tax (GST), Property Taxes, Strata Fee and any other applicable taxes of levies imposed at any time by any governmental or other authority.

The Tenant covenants and agrees to pay to the Landlord the Rent of the First Sub-term the sum of THIRTY NINE THOUSAND, SIX HUNDRED AND THIRTEEN DOLLARS AND TWENTY CENTS (\$39,613.20) payable in equal consecutive monthly installments of THREE THOUSAND, THREE HUNDRED AND ONE DOLLARS AND TEN CENTS (\$3,301.10) each, in advance, the first payment to made on the 1st day of September, 2019 and to continue thereafter on the 1st day of each and every month to and including the 1st day of August 2020

- (b) The Second Sub-term

RENT: \$3,392.5 per month which is inclusive of Base Rent of \$2,571.40, applicable Sale Tax (GST), Property Taxes, Strata Fee and any other applicable taxes of levies imposed at any time by any governmental or other authority.

The Tenant covenants and agrees to pay to the Landlord the Rent of the Second Sub-term the sum of FORTY THOUSAND, SEVEN HUNDRED AND TEN DOLLARS (\$40,710.00) payable in equal consecutive monthly installments of THREE THOUSAND, THREE HUNDRED AND NINETY TWO DOLLARS AND FIFTY CENTS (\$3,392.50) each, in advance, the

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

first payment to made on the 1st day of September, 2020 and to continue thereafter on the 1st day of each and every month to and including the 1st day of August 2021

(c) The Third Sub-term

RENT: \$3,473.40 per month which is inclusive of Base Rent of \$2,648.50, applicable Sale Tax (GST), Property Taxes, Strata Fee and any other applicable taxes of levies imposed at any time by any governmental or other authority.

The Tenant covenants and agrees to pay to the Landlord the Rent of the Third Sub-term the sum of FORTY ONE THOUSAND, SIX HUNDRED AND EIGHTY DOLLARS AND EIGHTY CENTS (\$41,680.80) payable in equal consecutive monthly installments of THREE THOUSAND, FOUR HUNDRED AND SEVENTY THREE DOLLARS AND FORTY CENTS (\$3,473.40) each, in advance, the first payment to made on the 1st day of September, 2021 and to continue thereafter on the 1st day of each and every month to and including the 1st day of August 2022.

PAYMENT OF UTILITY AND OTHER CHARGES

3.02 The Tenant shall pay the cost of electricity used on the Premises, the cost of telephone and cable vision and all other utilities or services provided and/or metered directly to the Premises together with all business taxes, license fees, rates and all other charges whether Municipal, Provincial, or Federal (where not included as Property Taxes), levied or assessed in respect of the use or occupancy of the Premises by the Tenant, or in respect of any fixture, machinery or equipment installed upon the Premises by the Tenant, whether billed to the Landlord or directly to the Tenant.

MANNER OF PAYMENT

3.03 Rent shall be paid to the Landlord by the Tenant at the Landlord's address for notices, as set out in Clause 9.05 or at such other place and to such other party as the Landlord may from time to time designate in writing.

WAIVER OF OFFSET

3.04 The Tenant hereby waives all right or claims to offset against Rent any alleged undischarged obligations under this Lease or claims in respect of any other agreements.

SECURITY DEPOSIT

3.05 The Tenant will pay to the Landlord upon the execution of this Lease, a Security Deposit in the amount of \$ 6,784.86 (TWO MONTHS RENT OF THE SECOND SUB TERM), which will be held without interest, as security for the performance by the Tenant of all the Tenant's agreements in this Lease.

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

The Security Deposit shall be returned to the tenant without interest upon expiration of the Term of the Lease and after the Tenant vacates the Premises and after inspection of the Premises by the Landlord or the Landlord's representatives, any amounts owing by the Tenant for the rental arrears or any amount required from the Tenant to pay for damages caused by the Tenant to the Premises shall be deducted from the Security Deposit before it is refunded to the Tenant within 30 days.

ANNUAL ADJUSTMENT

3.06 The Landlord at the end of each Lease Year shall prepare an Annual Rent Adjustment Statement setting forth reasonable detail of any increases as to GST any other applicable taxes or levies imposed at any time by any governmental or other authority experienced during the Lease Year. Any underpayment due or overpayment to be refunded shall be made within two weeks of the delivery of such statement to the Tenant.

The parties acknowledge and agree that claims or adjustments sought in connection with Additional Rent for a particular Lease Year shall be inadmissible in any but the immediately ensuing Lease Year.

The Landlord agree that the Tenant shall not be responsible for any special assessment and levy assessed by the strata corporation.

The Tenant agrees that any violation and or disregard of the strata by-laws by the Tenant that results in a penalty by the strata corporation and or strata management shall be paid by the Tenant. Failure by the Tenant to pay such penalty (s) shall result in the Tenant being in default of the Lease and the Landlord can remedy such default pursuant to paragraph 8.03 and 8.06 herein.

USE OF PREMISES

PERMITTED USE

4.01 The Tenant covenants and agrees to occupy and use the Premises for the Permitted Use only and for no other purpose without the prior written consent of the Landlord.

LICENSES, FRANCHISES, CONCESSIONS

4.02 The Tenant covenants that it shall not, without the consent of the Landlord in writing first had and obtained, grant any franchise, license or concession over or in respect of all or any part of the Premises or its business on the Premises.

COMPLY WITH LAWS

4.03 The Tenant covenants and agrees at its sole expense, to comply with all Laws, regulations and directions of all governments, public utilities and statutory authorities regarding the Tenant's occupation and use of the Premises, regardless of whether notice is delivered by that authority or the Landlord or other agency on its behalf.

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

COMPLY WITH REGULATIONS

- 4.04 The Tenant covenants and agrees to comply and to cause its employees, invitees and others over whom the Tenant can reasonably be expected to exercise control to likewise comply with the Regulations attached and incorporated in this Lease, as the same may be amended by the Landlord from time to time.

NUISANCE

- 4.05 The Tenant covenants not to commit or permit any waste or nuisance upon the Premises nor to overload the floors or obstruct the heating, ventilator or air conditioning vents. The Tenant further acknowledges and agrees that the Landlord shall have sole discretion to determine whether any behaviour, noise, lighting, vibration or smell constitutes a nuisance.

TENANT'S SIGNS AND ALTERATIONS

- 4.06 The Tenant shall be able to make such alterations and additions to the Premises as he may from time to time require for the conduct of his business provided such alterations, including all fixed signs, have been submitted to approved in writing in advance by the Landlord and the other provisions of Clause 2.05 have been complied with in connection with such alterations and additions. The Tenant shall neither post nor display any signs visible from outside the Premises without the Landlord's express approval.

REPAIRS AND INSURANCE

LANDLORD'S COVENANT TO REPAIR

- 5.01 Subject to the provisions of Clause 5.03, the Landlord shall be responsible for structural repairs necessarily required to correct inherent defects in design or construction of the following components of the Building:
- (a) Any water leakage seepage or ingress from the exterior of the premises shall be the Landlord's responsibility;
 - (b) Any water leakage from the interior of the premises shall be the Tenant's responsibility
 - (c) the roof;
 - (d) the bearing walls (excluding perimeter caulking of walls, doors and windows, tuck pointing of bricks and blocks, parging repairs); and
 - (e) foundation, save and except damage caused by the negligence or wilful acts or omissions of the Tenant, its employees, invitees, licensees, agents, servants or other persons from time to time on or about the Premises, the Building or the Property with the express or implied consent, approval or invitation of the Tenant or its subtenant.

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

LANDLORD'S RIGHT OF ACCESS

- 5.02 The Tenant agrees to permit entry by the Landlord at all reasonable times for the purpose of inspecting the Premises and/or to execute the Landlord's repairs referred to in Clause 5.01, the Tenant's repairs referred to in Clause 5.07 (subject to the provisions of Clause 8.03), and, in the event of an emergency to use reasonable force to break into the Premises to execute any repairs or emergency measures without creating any Liability for any loss or damage occasioned thereby.

The Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit wire and duct work where necessary through ceiling space, column space, interiors of walls and beneath floors of the Premises and to maintain the same in a manner which does not unduly interfere with the Tenant's use thereof.

LIMITATION ON LANDLORD'S COVENANT

- 5.03 The Tenant covenants and agrees that except where the same is caused by negligence of the Landlord, the Landlord shall have no liability for:
- (a) the loss or damage to any property of the Tenant, its employees, invitees, licensees and agents, nor the injury to or death of such parties or;
 - (b) any loss, damage or injury whatsoever arising from the use and operation of any plant or equipment or from any electrical, gas or other installation, or;
 - (c) any loss, damage or injury whatsoever arising from the failure or interruption in any utility, service or supply, or in the operation of any plant or equipment or in the function of any gas, electric or other installation or;
 - (d) any act or omission of contractors or persons from time to time employed by the Landlord to perform janitorial, security, maintenance or other services or work.

REPAIR OF FIRE DAMAGE

- 5.04 In the event that the Property or the Premises are damaged, or access thereto curtailed, by fire or any other hazard for which the parties hereto are insured, then if, in the opinion of an experienced building contractor appointed by the Landlord, the time for repairing such damage, excluding the time for obtaining permits, tenders, materials or equipment, or other delay beyond the Landlord's control, is less than six months, the Landlord shall notify the Tenant within two weeks of the occurrence of the original damage and the parties shall forthwith initiate this repair in accordance with their respective obligations under this Lease. The Landlord, unless such damage or loss of access was caused by the acts of the Tenant, its agents, servants or invitees, shall concurrently allow an abatement of Rent which recognizes the nature and extent of the damage or loss of access until such time as the damage or access thereto has been re-stored.

If the damage is such as to preclude, in the opinion of the experienced building contractor appointed by the Landlord hereunder, repair of the Premises within the period of time set

Initial of Landlord M.d.

Initial of Landlord Ken

Initials of Tenant [Signature]

forth above, or if the damage occurs during the final twelve months of this Lease and the Premises are unfit for use by the Tenant because of such damage, then either party may, within thirty days of the occurrence of the original damage, serve upon the other one month's notice of the termination of this Lease. If neither party so elects, then they shall proceed forthwith with the repair in accordance with their respective obligations under this Lease.

TENANT'S COVENANT TO INSURE

- 5.05 The Tenant covenants to effect and maintain throughout the Term, insurance policies in respect of the Premises, in forms, amounts and with insurance carriers satisfactory to the Landlord, providing cover for:
- (a) comprehensive general public liability insurance (covering bodily injury, death and property damage) on an occurrence basis with respect to all construction, installation and alterations done in the Premises by the Tenant, the business carried on, in or from the Premises and the Tenant's use and occupancy thereof, of not less than \$2,000,000.00; and
 - (b) insurance upon property of every description and kind owned by the Tenant or for which the Tenant is legally liable, or installed by or on behalf of the Tenant (and which is located within the building on the Property) in such amounts as may be reasonably required by the Landlord in respect of fire and other such perils as are from time to time defined in the usual extended coverage endorsement, including, without limitation, sprinkler leakage and insurance covering the Tenant's Work, his trade fixtures, stock, furniture and equipment, and all leasehold improvements of the Tenant whether installed by the Landlord or the Tenant, and which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to insured Tenant's Work and provide that any proceeds recoverable in the event of loss to Tenant's Work shall be payable to the Landlord but the Landlord agrees to make available such proceeds toward the repair or replacement of the insured property if this Lease is not terminated pursuant to any provision hereof, and if this Lease is terminated for reasons other than the default of the Tenant hereunder, the Landlord and Tenant agree that the proceeds shall be divided between the Landlord and the Tenant as their respective interest may appear (as determined by agreement or failing agreement by arbitration pursuant to Section 7.02 hereof); and such insurance shall provide that such insurers shall provide to the Landlord thirty (30) days prior written notice of cancellation or material alteration of such policies. Each policy shall name the Landlord as an additional insured except for coverage for the Tenant's trade fixtures and furnishings and equipment but including coverage for Tenant's Work in respect of the Landlord's insurable interest therein, and shall contain a waiver of cross-claim and subrogation against the Landlord and shall protect and indemnify both the Landlord and the Tenant. The Tenant shall furnish to the Landlord certificates, or if required by the Landlord, certified copies of the policies (signed by the insurers) of the insurance from time to time required to be effected by the Tenant and evidence acceptable to the Landlord of their continuation in force. If the Tenant shall fail to take out, renew and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant [Signature]

TENANT NOT TO AFFECT LANDLORD'S INSURANCE

- 5.06 The Tenant covenants that it will not do or permit anything to be done which increases or jeopardizes the Landlord's insurance premiums or cover. In the event that the Tenant does so cause an increase in the Landlord's insurance premiums then the Landlord can require either that the cause be removed by the Tenant or the increased premiums are paid by the Tenant. In the event that the Tenant so jeopardizes the Landlord's insurance as to cause its cancellation then the Tenant shall, upon notice, remedy the cause thereof. Failure to comply with such notice shall render this Lease liable to immediate cancellation by the Landlord.

TENANT'S COVENANT TO REPAIR

- 5.07 The Tenant covenants that, notwithstanding any notice given in accordance with Article 5.08 hereof, it shall, at all times during the Term of this Lease at its own cost decorate, repair and maintain the leasehold improvements on the Premises and all Tenant's Work in good condition and repair, including all doors, frames, glass, walls, floors, lighting and all equipment and fixtures now or hereafter in or about the Premises.

The Tenant further covenants to maintain the Premises in a clean and sanitary condition, free from vermin and otherwise in accordance with the Regulations and any statutory authority having jurisdiction with respect to the Premises.

TENANT TO NOTIFY DEFECTS

- 5.08 The Tenant shall give immediate notice to the Landlord of any fire, accident, damage or defect within the Premises or any other part of the Property and shall promptly thereafter confirm the same in writing, provided that such notice shall not in any way alter the Tenant's covenant to repair.

TENANT TO LEAVE IN REPAIR

- 5.09 Subject to provisions of Clause 7.03 hereof the Tenant shall at the termination of this Lease, peaceably surrender the Premises to the Landlord in good and tenantable repair to the extent provided for in Clause 5.07, together with the keys to all locks and the numbers to all combination locks.

OTHER LANDLORD'S COVENANTS

QUIET ENJOYMENT

- 6.01 The Landlord shall allow the Tenant quiet enjoyment of the Premises subject to the terms and conditions of this Lease.

TENANT'S RIGHT OF ACCESS

Initial of Landlord ML

Initial of Landlord Kem

Initials of Tenant [Signature]

- 6.02 The Landlord shall allow the Tenant in common with others to pass and repass upon the Common Area at such times and in such manner as the Landlord may from time to time direct.

SURRENDER OF LEASE

TERMINATION AND OVERHOLDING

- 7.01 The Tenant shall, without notice from the Landlord, at the expiry or earlier termination of this Lease, peaceably yield up possession of the Premises together with the fixtures and improvements thereon as provided for in Clause 7.06.

In the event that the Tenant shall hold over, the tenancy shall be construed as one of a month to month upon the same terms and conditions as herein provided except as to Basic Rent which shall be two times the Basic Rent provided for in the last preceding year of this Lease, until such time as otherwise mutually agreed.

RIGHT OF RENEWAL

- 7.02 If the Tenant has duly and punctually performed all of the covenants, provisions, conditions and agreement under this Lease and is not in default of any of the covenants, provisions, conditions and agreements contained in this Lease, the Tenant shall have the right to renew this Lease for one (1) further term of three (3) years, upon the same terms and conditions as are contained in this Lease, except for the Annual Rent payable hereunder and this right of renewal.

- 7.03 If the Tenant wishes to exercise its right to renew this Lease, the Tenant shall give the Landlord written notice no later than six (6) months prior to the expiry of the Term. The Annual Rent for the renewal term (the "Renewal Term") shall be negotiated and agreed to by the Landlord and the Tenant at the time the Tenant gives notice that the Tenant wishes to exercise its right of renewal. If the Landlord and the Tenant fail to agree on the rent for a Renewal Term within 60 days, said rent shall be determined by a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act* of British Columbia.

- 7.04 It is the parties intention that, if the Tenant exercises the Tenant's right to renew this Lease, the rent for a Renewal Term shall be the fair market rent for the Property, taking into account the size of the Property and the availability (or lack thereof) of similar property in the City of Vancouver. In no event shall the Annual Rent for any year of a Renewal Term be less than the Annual Rent during the last year of the Term. Any determination of the rent for a Renewal Term made by the arbitrator shall be final and binding upon the parties, and the cost of the arbitration shall be shared by the Landlord and the Tenant equally.

- 7.05 The Landlord may, at its option, and at the Tenant's expense, require that the Tenant enter into an agreement prepared by the Landlord to give effect to the renewal term.

ANNEXATION OF TENANT'S IMPROVEMENTS

Initial of Landlord ML

Initial of Landlord Ken

Initials of Tenant [Signature]

- 7.06 The Tenant shall, upon the expiry or earlier termination of this Lease, yield up with the Premises and without compensation, all Tenant's Work and other alterations, additions and improvements therein excepting only moveable trade fixtures, which Tenant's Work, alterations, additions and improvements shall thenceforth be deemed fully annexed to and form a part of the Property. Provided that if the Landlord requests that the Tenant remove all or part of the aforesaid improvements, such improvements as the Landlord shall designate shall be so removed at the Tenant's expense and all damage caused thereby made good at the Tenant's expense.

ASSIGNMENT AND SUBLETTING

- 7.07 The Tenant shall not assign, sublet, hypothecate or otherwise encumber or transfer the beneficial title in this Lease without first having obtained the Landlord's written consent thereto. In order to defray the cost of credit investigation, preparation of transfer documents, expenses associated with processing necessary documents, legal expenses and other expenses, and as a condition to the Landlord's obligation to consider a request for an assignment or subletting, the Tenant shall pay to the Landlord the sum of \$500.00 simultaneously with delivering a written request that the Landlord consent to a proposed assignment or subletting. In the event that the Tenant wishes to assign or sublet his interest in the Premises, the Landlord shall, upon written notice given within 72 hours of receiving a request to assign, or sublet, have the option to require the Tenant to surrender its lease upon terms satisfactory to the Landlord, and thereupon to set the terms for, and control the marketing of such space. If the Landlord fails or declines to exercise this option, the Tenant may pursue the marketing of the Premises upon his terms and the Landlord may not thereafter unreasonably withhold consent to any assignment or subletting. In the event of any assignment or subletting, the Tenant shall remain primarily liable to the Landlord and the Landlord shall have a right to any excess rent or other charges the Tenant receives from any such assignment or sublease.

The sale, transfer or other disposition of the Tenant's business or change in control of a corporate tenant other than to an affiliate (as defined in the *Business Corporation Act*, British Columbia) shall be deemed an assignment for the purpose of this clause. In the event that such transfer or other disposition is to an affiliate then the Tenant need not obtain the Landlord's consent, but shall provide 30 days advance written notice of its intent and in such case the Tenant shall remain bound by the terms of this Lease and shall further obtain from such affiliate a covenant in favour of the Landlord to pay the Rent and not to further assign or sublet without first obtaining the consent of the Landlord thereto.

LANDLORD'S RIGHT TO SHOW PREMISES

- 7.08 The Tenant shall allow the Landlord, his agents and employees to show the Premises to others at all reasonable hours at any time during the last three months of the Term or other three-month terminal period of occupation.

LANDLORD'S REMEDIES

RECOVERY OF MONIES

Initial of Landlord ML

Initial of Landlord Ken

Initials of Tenant [Signature]

- 8.01 If at any time before or after the expiry of the Term or earlier termination of the Lease, the Landlord shall suffer or incur any damage, loss or expense for which the Tenant is liable hereunder, then such amount shall be deemed to be payable as Rent and recoverable as such.

INTEREST

- 8.02 Interest on any monies due to the Landlord under this Lease shall be paid by the Tenant as Rent and shall accrue daily at the Rate of 2% per annum in excess of the minimum lending rate to prime commercial borrowers from time to time charged by the Landlord's bank, Vancouver, British Columbia.

RIGHT TO PERFORM

- 8.03 In the event that the Tenant is in default in the observance or performance of any of the Tenant's covenants herein contained, then the Landlord may at its option, observe and perform the covenant or covenants without creating any liability in respect thereto for injurious affection. All and any costs arising therefrom shall be payable by the Tenant to the Landlord on the next ensuing date for the payment of Rent together with administration charges equal to 5% of the costs incurred.

RIGHT TO DISTRAIN

- 8.04 The Landlord shall have the right to distrain for rent in arrears against the goods and chattels of the Tenant, whether or not removed to another location and may use such force as may be necessary for that purpose without being liable to any action in respect of any forcible entry, or any loss or damage sustained by the Tenant in connection therewith. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress.

RIGHT TO POSSESS

- 8.05 In the event that the Tenant is in breach of any covenant under this Lease, or the Premises are deserted or vacated for a period in excess of one week, or not used in the manner prescribed under this Lease, or in the event that any of the goods, equipment or fixtures of the Tenant are taken under or made subject to execution or attachment in favour of any creditor, or in the event that the Tenant or any creditor initiates proceedings for the declaration of bankruptcy, insolvency or an assignment in favour of any creditor, or if the Tenant takes the benefit of any Act for bankrupt or insolvent debtors, or if a Receiver or Receiver-Manager is appointed for the Tenant or any part of the Tenant's business or assets, then in all such cases the then current month's Rent together with a further three months accelerated Rent shall immediately become due and payable to the Landlord as a preferred creditor.

The Landlord may further, or in the alternative, at its option, by written notice affixed to the Premises, the provisions of Clause 9.05 notwithstanding, forthwith cancel this Lease and re-enter the Premises and may use such force as may be necessary for that purpose without being liable to any action in respect of any forcible entry, or any loss or damage

Initial of Landlord *M.L.*

Initial of Landlord *Ken*

Initials of Tenant *[Signature]*

sustained by the Tenant in connection therewith, with sole right and title thereto or as agent for the Tenant, provided always that the financial obligations of the Tenant, up to such date of determination, shall survive the cancellation and may at the Landlord's option be satisfied by seizure and sale of any furniture or other property upon the Premises.

RECOVERY OF COSTS

8.06 In the event that the Landlord incurs any professional fees or other costs or expenses in the exercise of any of the Landlord's remedies, then he shall be able to recover such expenses from the Tenant and such expenses may be treated as Rent due hereunder.

NO WAIVER

8.07 It is expressly understood and agreed that the remedies of the Landlord under this Lease are cumulative, not alternative and the exercise or non-exercise by the Landlord of any right or remedy for the default or breach of any covenant, condition or agreement herein contained or the acceptance of any monies owing to the Landlord hereunder shall not be deemed to be a waiver of, or to alter, affect or prejudice such right or remedy or the exercise of any other right or remedy, and any waiver or indulgence granted by the Landlord to the Tenant shall not be deemed to be a waiver of, or right to indulgence in, any subsequent default or breach by the Tenant.

NOTIFICATION BY LANDLORD

8.08 Notwithstanding the foregoing provisions of this Lease or any statutory provision to the contrary, the Landlord shall not exercise its rights to terminate the Lease unless the tenant has received SEVEN (7) days written notice from the Landlord for the remedy of a default or defaults in any monetary payment due under this Lease, and the Tenant has not rectified such non-payment within such period, and FOURTEEN (14) days written notice for the remedy of a breach of any other covenant or covenants provided for in this Lease, and the Tenant has not rectified such breach within such period.

MISCELLANEOUS

SUBORDINATION AND ATTORNMENT

9.01 The Tenant agrees that this Lease be subject and subordinate to any mortgage or other encumbrance which may now or hereafter be placed by the Landlord against the Property and the Tenant covenants and agrees to attorn to such mortgage or encumbrance and for such purpose hereby appoints the Landlord as its attorney to execute and deliver all such postponements, deeds, documents and detail as may be necessary to evidence the good standing of this Lease or give effect to such subordination.

INDEMNIFICATION

9.02 The Tenant shall indemnify the Landlord against any claims or losses arising out of the acts or omissions of the Tenant or his invitees, or his use or occupation of either the
Initial of Landlord M.A. Initial of Landlord Ken Initials of Tenant M.A.

Premises or other parts of the Property, or by virtue of the operation of any of the covenants and agreements in this Lease, except where such claims, costs or losses are caused by the negligence of the Landlord.

CONTAMINATED SITES

9.03 The Tenant shall be responsible for any contamination of the Premises related to or as a result of the use and/or occupation of the Premises by the Tenant or any act or omission of the Tenant, its officers, directors, employees, customers, invitees or any person for whom it is in law responsible, and shall indemnify and save harmless the Landlord with respect to the same. The Tenant shall not contaminate the Premises or otherwise contravene the *Waste Management Act* or any other statutes, laws, regulations, orders, bylaws, standards, guidelines, permits or other lawful requirements of any governmental authority having jurisdiction over the Premises.

NO LIENS

9.04 The Tenant covenants that it will not permit or cause anything to be done on the Premises or with respect to the Premises which may result in any liens, *lis pendens* or judgments being imposed upon either the Premises or the Property. If and whenever such liens, attachments or claims are filed, the Tenant shall within FIFTEEN (15) days of being notified of same, procure their discharge, either by payment or posting a bond, or by such other means as may be permitted in the circumstances.

NOTICES

9.05 Any notice, demand, request, consent or objection required or contemplated to be given or made by any provisions of this Lease shall be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed to the parties hereto at the addresses noted in the recital on page one of this Lease or to such other addresses as may from time to time be identified and shall be deemed to have been received, if delivered personally, upon delivery and if mailed, three working days after the mailing thereof. Provided that if mailed, should there be between the time of mailing and the actual receipt of the notice, a mail strike, slow down or other labour dispute which might affect delivery, then such notice, demand, request, consent or objection shall only be effective if actually delivered.

REGISTRATION OF LEASE

9.06 The Tenant covenants and agrees that this Lease shall not be registered by the Tenant in the Land Title Office in which the Property is situate and the Landlord shall not be required to deliver this Lease in registrable form.

RENOVATION

Initial of Landlord M.d. Initial of Landlord Ken Initials of Tenant [Signature]

9.07 (i) The Landlord has made the Tenant aware that the Owners of Strata Plan LMS992 and the management company are in the process of attending to repairs and renovations and as a result the Tenant will suffer inconvenience and may be loss of income to the business.

(ii) The Tenant acknowledges that the Landlord has made him aware of 9.07 (i) above and accepts any and all inconvenience that the business may incur and any loss of income to the business as a result of the repairs and renovations and will not hold the Landlord, the Owners of Strata Plan LMS992 and/or the management responsible for such inconvenience and/or loss of income to the business.

(iii) The Tenant shall continue to pay rent in accordance with paragraph 3.01 herein.

SALE

9.08 (i) The Landlord has made the Tenant aware that the Owners of Strata Plan LMS992 are in the process of negotiations for the sale of the strata units including the Tenants Premises.

(ii) The Landlord and the Tenant agree that in the event of a sale of the Premises, the Landlord will provide the Tenant with six months' notice to vacate the Premises without any compensation.

(iii) The Tenant agrees to leave the Premises at the end of six-month notice period without any compensation.

(iv) The Tenant shall continue to pay rent in accordance with paragraph 3.01 herein.

DEMOLITION

9.09 (i) In the event of demolition of the Premises the Landlord will provide the Tenant with six months' notice to vacate the Premises without any compensation.

(ii) The Tenant shall continue to pay rent in accordance with paragraph 3.01 herein.

EARLY TERMINATION

9.10 (i) The Landlord can terminate the Lease without cause by giving the Tenant six (6) months' notice.

(ii) The Tenant can terminate the Lease by giving the Landlord six (6) months notice.

(iii) The Tenant shall continue to pay rent in accordance with paragraph 3.01 herein until the last day of the notice period.

TIME OF THE ESSENCE

Initial of Landlord W.D.

Initial of Landlord Ken

Initials of Tenant [Signature]

9.11 Time shall be of the essence in all matters in this Lease.

INTERPRETATION

9.12 It is understood and agreed that nothing contained in this Lease nor any of the acts of the parties hereto shall be deemed to create any relationship between the parties other than that of landlord and tenant.

This Lease shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord, and the heirs, administrators, executors, successors and permitted assigns of the Tenant.

This Lease shall be interpreted in accordance with and the parties hereto shall attorn to the laws of the Province of British Columbia.

Whenever the singular or masculine or neuter is used in this Lease, the same shall be deemed to include the plural or the feminine, or body politic or corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto, and each of them where the context or the parties so require. If the Tenant is more than one person, the obligations of those comprising the Tenant shall be joint and several.

Captions appearing in the margin of this Lease, the headings of the clauses and other like notes have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provisions thereof.

ENTIRE AGREEMENT

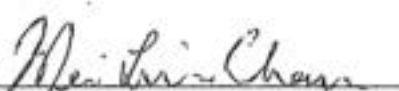
9.09 This Lease shall comprise the entire agreement and no prior stipulation, covenants, representations, warranties, conditions, agreements, or undertakings, express or implied, verbal or otherwise of the parties or their agents shall be valid and enforceable unless made in writing initialled by both parties and embodied in the provisions of this Lease.

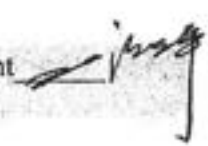
IN WITNESS WHEREOF the parties have executed this Lease and have caused their seals to be affixed hereto as of the day and year first written above.

SIGNED, SEALED AND DELIVERED by)
the LANDLORD)
in the presence of:)


Name LOGANATHAN NAINAAR)
Barrister & Solicitor)
Address 2959 KINGSWAY)
VANCOUVER, B.C.)
V5R 5J4)
TEL: 604-434-2977 FAX: 604-434-2987)


KENNETH KWOK YING CHAN

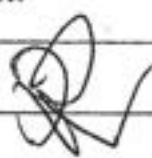

MEI LIN CHAN

Initial of Landlord N.L. Initial of Landlord Ken Initials of Tenant 

SIGNED, SEALED AND DELIVERED by)
the TENANT)
in the presence of:)

Name

Address




XIAO YU ZHANG

Initial of Landlord M.L.

Initial of Landlord Ken

Initials of Tenant 

This is Exhibit " **B** " referred to in the
affidavit of **Kenneth Kwok Ying Chan**
Sworn before me at **North Vancouver**
this **26** day of **November**, A.D. 20**21**

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

Strata Plan LMS992 – Joyce Place

Minutes of a Special General Meeting

Before the meeting was called to order, Colliers Real Estate team provided last minute details of the real estate offer and answered any questions before departing the meeting room. Strata council conducted two information meetings for owners March 22, 2018 and April 5, 2018.

HELD: On Thursday, April 12, 2018 at 7:45 p.m. in the Meeting Room, 3380 Vanness Ave, Vancouver BC

PRESENT: Fifty-four (54) owners in person or by proxy, as per the registration sheet.

PROPERTY MANAGER: Edward Jang, Senior Property Manager, Siegle Properties BC Ltd

CALL TO ORDER, QUORUM REPORT: The meeting was called to order at 7:45 pm. The Property Manager noted that with fifty-four (54) eligible votes, the quorum requirements set out in the bylaws had been met. Strata council President would chair the meeting and assisted by the property manager.

PROOF OF NOTICE OF MEETING: The Property Manager advised that the Notice of Meeting was issued in compliance with the Strata Property Act.

RESOLUTIONS REQUIRING APPROVAL BY A ¾ VOTE

RESOLUTION #1 Structural Floor Jack Shoring for Townhouses

PREAMBLE

MGH Engineering hired by the strata council advises that some of the Town Homes which displayed significant damage/decay of the wood in the exterior walls (facing Vanness Avenue) pose a potential "Life-Safety Hazard" to its occupants if the damage/decayed structural framing remains un-attended.

Until such time that permanent repairs are implemented to remedy the damaged structural framing at those selected Town Homes, MGH Engineering recommends that the Strata Corporation adopt an interim measure and authorize a Contractor to install temporary "shoring" to support the structural framing of the upper level floors along the North end of those affected Town Homes.

BE IT RESOLVED Strata Corporation LMS992 authorize strata council to complete required support shoring to the affected townhouses. The total cost of support shoring not to exceed \$40,000.

The Special Levy of \$40,000 shall be due and payable on April 12, 2018 and any owner who sells, transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in one payment no later than May 11, 2018.

Strata Plan LMS992 – Joyce Place

MOVED AND SECONDED to approve Special Resolution #1 as presented.

4 strata lot oppose
50 strata lot approve
Motion Carried

INFORMAL VOTE (non-binding)

- A. The Strata council has, on behalf of Strata Corporation LMS992, signed a letter of intent (reviewed by Hammerberg Lawyers LLP) with its preferred bidder for the sale of the property at 3380 Vanness Street, Vancouver and (with Owner support) propose to negotiate and execute an agreement of purchase and sale with the preferred bidder.
- B. The Council has discussed with Owners at an earlier information meeting and at this SGM its negotiating approach and the terms that Council wishes to see in the agreement for the benefit of all Owners, as well as the percentage share (set by statute) of each Owner of the likely net proceeds of sale.
- C. The agreement for sale would be subject to the condition that at least 80% of the owners eligible to vote resolve to wind up the Strata Corporation and that other conditions of the Strata Property Act for a winding up are met.
- D. The preferred bidder, letter of intent, proposed agreement for sale, and negotiating approach are confidential to Colliers, The Strata Corporation, and the Owners.

The Owners LMS992 are asked informally (yes or no) whether:

They support the offer of the preferred bidder and want the Council to proceed to negotiate and execute the intended agreement of purchase and sale subject to conditions including an 80% vote resolution of the Owners to approve the winding up.

After a brief discussion, by show of hands, a majority of the owners approved the strata council to continue/proceed with negotiations. (non-binding)

RESOLUTION #2, SPECIAL LEVY FOR LEGAL COST

Whereas:

- A. The Owners of Strata Plan LMS992 resolved on June 21, 2017 that Hammerberg Lawyers LLP be retained by the Strata Corporation to provide the Strata Corporation with legal advice and services throughout the process of seeking bids for the sale of property 3380 Vanness Avenue, Vancouver until the property is sold and the Strata Corporation is wound up (assuming 80% approval by the Owners, and approval by the Court if necessary).
- B. A special levy is needed to pay the legal costs of Hammerberg Lawyers LLP through to a special general meeting and vote on the 80% resolution to wind up the Strata Corporation and a further resolution to sell the property. Hammerberg Lawyers LLP estimates (and the Strata Council agrees) that a special levy of up to \$30,000.00 will be sufficient for this period.

Strata Plan LMS992 – Joyce Place

Therefore, the Owners LMS992 resolve that:

1. The sum of \$30,000.00 be authorized to be raised by a special levy as set out in the schedule to this resolution (charged to Owners in proportion to the unit entitlement of their respective strata lots in accordance with section 99 of the Strata Property Act), to be spent for the following purposes:
legal fees, disbursements, and related charges (eg. tax) duly invoiced by Hammerberg Lawyers LLP (and approved by the Strata Council); and
2. The special levy ("The Legal Expense Special Levy") shall be due and payable on April 12, 2018 upon passage and any owner who sells, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in 2 equal payments on each of the following dates: May 1, 2018 and June 1, 2018

MOVED and SECONDED to approve Special Resolution #2 as presented.

13 strata lot oppose
41 strata lot approve
Motion Carried

TERMINATION OF MEETING

There being no further business, this meeting was terminated at 8:30 PM

Siegle Properties BC Ltd
Managing Agent for LMS992

THE OWNERS, STRATA PLAN LMS-992
 SPECIAL GENERAL MEETING: APRIL 12, 2018
 SPECIAL RESOLUTION #2: LEGAL EXPENSES

Scanned

Total Special Levy 30,000.00
 Total Aggregate 44454

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	COMMON AREA %	TOTAL SPECIAL LEVY DUE APRIL 12, 2018	OR 2 EQUAL PAYMENTS PAYABLE ON MAY, 2018 & JUN, 2018
1-TWNHSE	3362	1132	0.02546453	763.94	381.97
2-TWNHSE	3364	1275	0.02868133	860.44	430.22
3-TWNHSE	3366	1275	0.02868133	860.44	430.22
4-TWNHSE	3368	1275	0.02868133	860.44	430.22
5-TWNHSE	3370	1275	0.02868133	860.44	430.22
6-TWNHSE	3372	1275	0.02868133	860.44	430.22
7-TWNHSE	3374	1275	0.02868133	860.44	430.22
8-TWNHSE	3376	1133	0.02548702	764.61	382.31
9-RETAIL	3378	624	0.01403698	421.11	210.56
10-RETAIL	3382	894	0.02011068	603.32	301.66
11-RETAIL	3384	889	0.01999820	599.95	299.98
12	301	605	0.01360957	408.29	204.15
13	302	581	0.01306969	392.09	196.05
14	303	501	0.01127008	338.10	169.05
15	304	604	0.01358708	407.61	203.81
16	305	525	0.01180996	354.30	177.15
17	306	575	0.01293472	388.04	194.02
18	401	605	0.01360957	408.29	204.15
19	402	581	0.01306969	392.09	196.05
20	403	501	0.01127008	338.10	169.05
21	404	604	0.01358708	407.61	203.81
22	405	525	0.01180996	354.30	177.15
23	406	575	0.01293472	388.04	194.02
24	501	605	0.01360957	408.29	204.15
25	502	581	0.01306969	392.09	196.05
26	503	501	0.01127008	338.10	169.05
27	504	604	0.01358708	407.61	203.81
28	505	525	0.01180996	354.30	177.15
29	506	575	0.01293472	388.04	194.02
30	601	605	0.01360957	408.29	204.15
31	602	581	0.01306969	392.09	196.05
32	603	501	0.01127008	338.10	169.05
33	604	604	0.01358708	407.61	203.81
34	605	525	0.01180996	354.30	177.15
35	606	575	0.01293472	388.04	194.02
36	701	605	0.01360957	408.29	204.15

This is Exhibit " C " referred to in the
affidavit of Kenneth Kwak Ying Chan
Sworn before me at North Vancouver
this 26 day of November, A.D. 2021

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

**MINUTES OF STRATA COUNCIL MEETING OF
STRATA CORPORATION PLAN LMS992
3380 VANNESS STREET, VANCOUVER BC
Held on: Monday January 28, 2019 @ 7:00 pm
Within Amenity Room**

Council Present: Jamie Rennie President
 Simon Davison Vice-President
 Sean Dimitrie
 Ferdinando Aquino

Regrets: Kit Lee
 Amanda Wu
 Theresa Dirks

Also Present: Edward Jang - Senior Property Manager, Siegle Properties BC Ltd

General Discussion

Strata council met with Colliers Real Estate team to discuss/update the marketing of Strata Plan LMS992. Colliers team advised that the developer that originally submitted an offer have now back away from their offer.

Colliers team advises a new developer has express an interest and are working diligently to produce an offer to be presented to strata council. Once an offer is submitted to strata council, it will be forwarded to the legal team representing Strata Plan LMS992 for their review and comments.

Property manager reminded strata council regarding the deficient structural concerns of the townhomes and the need to address the structural concerns soon (Strata Corporation is exposed to potential liability)

Strata council instructed property manager to proceed with obtaining a second opinion from another structural engineer. Property manager had reported the costing for the second opinion is approximately \$5,000.00

Strata council agree that regardless if the strata corporation winds up, the strata corporation is responsible to maintain and ensure the structure is safe and no exposure to liability.

Property manager will contact a structural engineer and schedule an inspection for all townhomes.

Once an engineer have completed their report and presented to the strata council for their review, a Special General Meeting with all owners will need to be scheduled to raise necessary funds to repair the structural deficiencies of all the townhomes.

Strata Corporation had already approved funding for shoring. The two end townhouse units had shoring completed only to the main floor and second floor still requires shoring as also the 6 inside townhouse required shoring both main and second floor north elevation.

Property manager reported additional programmed fobs for the parkade door is now available through Siegle Properties. Any owner requesting/requiring additional fobs should contact Siegle office (604-207-2000) directly to arrange purchase and pick up.

Property manager reported the exterior light by the loading bay is not working. Strata council approved property manager to proceed with repair/replacement of exterior light by rear loading bay.

Strata council also instructed property manager to have parkade entrance height restriction sign re-mounted as it fell off the wall.

Owner may contact strata council directly by emailing:
joycecouncilfeedback@googlegroups.com

ADJOURNMENT

There being no further business to discuss, the Meeting terminated at 8:20 pm.

Minutes Submitted by:

Edward Jang CPRPM, Senior Property Manager
Siegle Properties BC Ltd.
Managing Agents for Strata Plan LMS992
edward.jangsiegleproperties@gmail.com
Tel: 604.207.2000
Fax: 604.207.2001

This is Exhibit * D * referred to in the
affidavit of Kenneth Kwok Ving Chan
Sworn before me at North Vancouver
this 26 day of November, A.D. 2021

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

Joyce Meeting
Dec 16, 2019

November 29, 2019

The Owners, Strata Plan LMS992
Joyce Place
Vancouver, B.C.

Dear Owner(s):

RE: NOTICE OF SPECIAL GENERAL MEETING

Strata Council is scheduling a Special General Meeting to be held on:

DATE:	Monday December 16, 2019
TIME:	7:00 p.m – Registration at 6:45 p.m.
PLACE:	Second Floor Meeting Room – 3380 Vanness Ave, Vancouver

Strata Council has strong suspicions that Edward Jang of Siegle Properties knowingly passed to Strata Council three (3) repair quotes for the townhouses back in April 2019 that were all written by the same contractor (Burt Wong of The Plusix Group). This was validated by the metadata from the three (3) PDFs received by email from Edward Jang as well as an email from the CEO of Norson Construction that the repairs quote received by Norson was not written by their company.

At the recommendation of our strata lawyers, it is suggested that the Strata Corporation start from scratch and review all contracts and vendors, beginning with Siegle Properties. Two open Q&A meetings were held on Sunday November 17, 2019 and Monday November 18, 2019 to disclose all information to owners that was known to strata council. Per the Strata Property Act, the strata management contract with Siegle Properties can be terminated by the strata corporation if approved by a 3/4 vote.

Given that Edward Jang and Siegle Properties BC Ltd are the only authorized agents on our bank account, Strata Council would like to add Jamie Rennie, Simon Davison, Teresa Dirks, and Brian Yan Muk as authorized signatories to the bank account. Authorization can be given if approved by a 3/4 vote.


Resolutions to raise necessary funding to Incredibly Restoration (the "Contractor") failed on August 27, 2019 and October 17, 2019. Strata Council received a legal notice from Watson Goepel Lawyers on behalf of the Contractor on November 22, 2019 demanding their \$50,000 payment plus legal expenses and interest in full by Monday December 2, 2019. We are seeking to raise \$60,000 to be collected before or on December 30, 2019.

An Agenda for the meeting attached. We request that you review the attached information and bring it with you to the meeting. Should you be unable to attend this meeting, a proxy form has been included for a representative to attend and vote on behalf of you.

Please be reminded that as per Strata Property Act Section states no owner is entitled to vote at a General Meeting unless all strata fees and/or other monies owing to the Strata Corporation have been paid in full. Cheques will not be accepted at the meeting unless certified.

Any questions can be email ahead of time at joycecouncil@googlegroups.com.

Yours truly,


Brian Yan Muk, Strata Council Member (on behalf of Joyce Place LMS992 Strata Council)

DATE: Monday December 16, 2019
TIME: 7:00 p.m – Registration at 6:45 p.m.
PLACE: Second Floor Meeting Room – 3380 Vanness Ave, Vancouver

AGENDA

1. The Chairperson calls the Meeting to order at 7:00 p.m.
2. Calling of the poll and certification of proxies
3. Proof of Notice of Meeting
4. Special Resolution #1 – Cancellation of Contract with Siegle Properties
5. Special Resolution #2 – Appointing Strata Council as Authorized Signatories on Bank Account
6. Special Resolution #3 – Special Levy Water Loss Insurance Deductible, Plus Legal Expenses and Interest on Outstanding Invoices (2 x \$25,000 = \$50,000 + \$10,000 = \$60,000)
7. Termination of Meeting – No other business will be discussed.

**STRATA PLAN LMS992
3/4 VOTE SPECIAL RESOLUTION #1
CANCELLATION OF CONTRACT WITH SIEGLE PROPERTIES**

**Whereas:
PREAMBLE**

The Strata Corporation is a party to a Strata Management Services Agreement (the "Agency Agreement") with Edward Jang and Siegle Properties BC Ltd. (the "Strata Manager").

The Strata Corporation proposes to terminate the Agency Agreement.

Section 39(1) of the Strata Property Act provides that the Strata Corporation may cancel a contract for the provision of strata management services on 2 months' notice if the cancellation is first approved by a resolution passed by a 3/4 vote at an annual or special general meeting.

THEREFORE, THE OWNERS, LMS992, BE IT RESOLVED BY A 3/4 VOTE THAT:

The Strata Corporation terminate the Agency Agreement with notice to the Strata Manager.

**STRATA PLAN LMS992
3/4 VOTE SPECIAL RESOLUTION #2
APPOINTING STRATA COUNCIL AS AUTHORIZED SIGNATORIES ON
BANK ACCOUNT**

**Whereas
PREAMBLE**

The Strata Corporation has an operating account and a contingency reserve fund account (the "Bank Accounts") with HSBC Canada ("HSBC").

The Strata Corporation proposes to have 4 members of the strata council added as authorized signatories to the Bank Accounts.

THEREFORE, THE OWNERS, LMS992, BE IT RESOLVED BY A 3/4 VOTE THAT:

The following members of the strata council be added as authorized signatories on the Bank Accounts:

- Jamle Rennie
- Simon Davison
- Teresa Dirks
- Brian Yan Muk

(the "Authorized Signatories").

Any two of the Authorized Signatories acting together will be entitled to give instructions to HSBC and otherwise conduct banking activities on behalf of the Strata Corporation. This includes signing cheques to pay for Strata Corporation expenses.

**STRATA PLAN LMS992
3/4 VOTE SPECIAL RESOLUTION #3
SPECIAL LEVY WATER LOSS INSURANCE DEDUCTIBLE, PLUS LEGAL
EXPENSES AND INTEREST ON OUTSTANDING INVOICES**

**Whereas:
PREAMBLE**

The Strata Corporation has two major water loss on June 7, 2019 and June 16, 2019. The Strata Corporation insurance deductible is \$25,000 for each loss. Strata Corporation does not have sufficient funding for these two deductibles within the operating budget or have sufficient funds within the Contingency Reserve Fund account. The Strata Corporation intends to pay these two insurance deductible by approving and collecting a levy to pay the amount of \$50,000.00 plus \$10,000 legal expenses and interest on outstanding invoices.

Strata Corporation held a Special General Meeting on August 29, 2019 to approve raising of the necessary funds. The resolution was defeated and necessary funds were not raised. The restoration contractor (Incredible Restoration) has since registered liens on all 63 units. The contract have the right to seek reimbursement of legal expenses incurred and interest on outstanding amount.

Strata Corporation held a Special General Meeting on October 17, 2019 to approve raising o the necessary funds. The resolution was defeated and necessary funs was not raised. The restoration contractor (Incredible Restoration) has since sent us a legal notice on November 22, 2019 demanding payment in full by Monday December 2, 2019. We have contacted the lawyer informing them we are attempting the collection of funds by December 30, 2019.

THEREFORE, THE OWNERS, LMS992, BE IT RESOLVED BY A 3/4 VOTE THAT:

1. The sum of \$60,000.00 be authorized to be raised by special levy as set out in the schedule to this resolution (charged to the Owner in proportion to the unit entitlement of their respective strata lots in accordance with section 99 of the Strata Property Act), to be spend for the following purposes

- Strata insurance water loss deductibles (2 x \$25,000 = \$60,000)

2. The special levy ("Strata insurance water loss deductible") shall be due and payable on December 16, 2019 upon passage and any owner who sells, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay their special levy in one (1) payment on or before December 30, 2019.

3/4 RESOLUTION #1 SUPPORTING DOCUMENTATION

A. Quote From Norson Construction, authored by Burt Wang, CEO of Plusix on April 24, 2019 at 6:08 PM

NORSON

April 27, 2019

Seigle Property Management
 #211-8680 Cambie Road
 Richmond BC,
 V6X 4K1

Mr. Edward Jang - Property Manager

Project: 3362 - 3376 Van Ness Avenue, Vancouver
 Townhouse North Face - Floor Shoring

Mr. Jang

Document Properties

Description Security Info Custom Advanced

Description

Title: Norson Quote - 3362 - 3376 Van Ness Ave.pdf

Author: Burt Wang

Subject:

Keywords:

Created: 2019-04-24 06:08:08 AM
 Modified: 2019-04-24 06:08:08 AM
 Application: Microsoft Word

Advanced

PDF Producer:

PDF Version: 1.7 (Universal PDF)

Location: C:\Users\BurtWang\Documents

Title Size: 108.75 pt (35.877 mm)

Page Size: 8.5 in x 11.0 in

Number of Pages: 1

Support PDF: Yes

Use Web Fonts: No

B. Quote From Postle Construction, authored by Burt Wang, CEO of Plusix on April 24, 2019 at 6:52 PM

POSTLE CONSTRUCTION

April 26, 2019

Seigle Property Management
 #211-8680 Cambie Road
 Richmond BC,
 V6X 4K1

Attention: Mr. Edward Jang - Property Manager

Site Location: 3362 - 3376 Van Ness Avenue, Vancouver
 Townhouse North Face - Floor Shoring

Mr. Jang

Document Properties

Description Security Info Custom Advanced

Description

Title: Postle Construction Quote 11 - 3362 - 3376 Van Ness Ave.pdf

Author: Burt Wang

Subject:

Keywords:

Created: 2019-04-24 06:52:08 PM
 Modified: 2019-04-24 06:52:08 PM
 Application: Microsoft Word

Advanced

PDF Producer:

PDF Version: 1.7 (Universal PDF)

Location: C:\Users\BurtWang\Documents

Title Size: 108.75 pt (35.877 mm)

Page Size: 8.5 in x 11.0 in

Number of Pages: 1

Support PDF: Yes

Use Web Fonts: No

C. Quote From The Plusix Group, authored by Michael Parsons from Plusix on April 24, 2019 at 7:01 PM

The Plusix Group
Innovations in Building Systems Optimization

April 25, 2019

Slegle Properties BC, Ltd.
4211 - 8600 Cambie Road
Richmond, BC.
V6X 4K1

Attention: Edward Jang - Senior Property Manager

Reference: Joyce Place - Building Structural Shoring
3382 to 3376 Vanness Avenue,
Vancouver, BC.

Document Properties

Description: 3376 Vanness Avenue - Shoring + SCD Layout

Date: 2019-04-24 13:01:00

Author: Edward Jang

Created: 2019-04-24 13:01:00

Modified: 2019-04-24 13:01:00

Application: Microsoft Office Word 2013

File Name: 3376 Vanness Avenue Shoring.docx

File Size: 4.0 MB (4,194,304 bytes)

Page Size: 6.0 x 9.0 in

Number of Pages: 16

Page Count: 16

D. Email Reply from Gordon Kerr, CEO of Norson Construction regarding quote received above

----- Forwarded message -----

From: **Gordon Kerr** <gordon@norson.com>

Date: Tue, Nov 12, 2019, 12:55 PM

Subject: RE: Falsified Quote Sheet

To: Hera K <[REDACTED]>

Hi Hera,

I can confirm that we did not submit this quotation, and we have never employed a Bob Watts.

Regards,

Gordon Kerr

Norson Construction LLP
#221 - 949 West 3rd Street, North Vancouver, BC, V7P3P7
Office 604-986-5681 | Cell 604-209-4822 | Direct 778-724-1578
Vancouver Kelowna Edmonton
gordon@norson.com
www.norson.com

3/4 RESOLUTION #3 SUPPORTING DOCUMENTATION



T 604 688 1301
F 604 688 8193

1200-1075 West Georgia St.
Vancouver, BC V6E 3C9

watsongoepel.com

Ryan R. Lee
Direct: 604-688-5891
rlee@watsongoepel.com

Legal Assistant: Doran Semadeni
Direct: 604-688-3078
dsmeden@watsongoepel.com

November 22, 2019

File No. 206902-0003

BY EMAIL and MAIL (edward.jangsieglaproperties@gmail.com)

Siegle Properties BC Ltd.
#211 - 8680 Cambie Road
Richmond, BC, V6X 4K1
Attention: Edward Jang

Dear Sirs/Mesdames:

Re: Incredible Restorations (2007) Ltd. - Strata Corporation LMS 992 (Joyce Place)

We have been retained by Incredible Restorations (2007) Ltd. with respect to this matter.

We understand that on two separate occasions (June 7, 2019 and June 16, 2019) our client provided emergency and restoration services to Joyce Place located at 3380 Vanness Avenue, Vancouver, BC. The services were provided at the request of the Strata or its agent. A portion of our client's services were paid by the Strata's insurer but the Strata has not paid its portion (being the \$25,000 deductible on each incident). As a result, our client's invoices 120064-D and 120080-D, each for \$25,000, remain due and payable by the Strata.

As you may be aware, our client has registered a Builders Lien against the subject property, seeking the payment of \$50,00.00. We understand that the Strata Council has attempted to obtain the funds from the Owners for payment of the amount due and payable to our client without success.

Please be advised that in the event that we have not received payment in full of the amount due and owing to our client, plus \$1,500.00 on account of our client's legal fees, by Monday, December 2, 2019, we are instructed to commence a notice of civil claim to enforce our client's Builders Lien. Payment may be made out to "Watson Goepel LLP - In Trust" and delivered to the undersigned.

We look forward to hearing from you.

Yours truly,
WATSON GOEPEL LLP
per:


Ryan R. Lee

cc: Strata Council President, Strata Corporation LMS 992

Watson Goepel LLP



0063656

SKINER

THE OWNERS, STRATA PLAN LMS-992
SPECIAL GENERAL MEETING: DECEMBER 16, 2019
SPECIAL LEVY 3/4 RESOLUTION #3:
WATER LOSS INSURANCE DEDUCTIBLE, PLUS LEGAL EXPENSES AND INTEREST ON
OUTSTANDING INVOICES

Total Special Levy: \$60,000.00
 Total Aggregate: 44454

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	COMMON AREA %	SPECIAL LEVY ONE TIME CONTRIBUTION
1-TWNHSE	3362	1132	0.025464525	\$1,527.87
2-TWNHSE	3364	1275	0.028681334	\$1,720.88
3-TWNHSE	3366	1275	0.028681334	\$1,720.88
4-TWNHSE	3368	1275	0.028681334	\$1,720.88
5-TWNHSE	3370	1275	0.028681334	\$1,720.88
6-TWNHSE	3372	1275	0.028681334	\$1,720.88
7-TWNHSE	3374	1275	0.028681334	\$1,720.88
8-TWNHSE	3376	1133	0.025487020	\$1,529.22
9-RETAIL	3378	624	0.014036982	\$842.22
10-RETAIL	3382	894	0.020110676	\$1,206.64
11-RETAIL	3384	889	0.019998200	\$1,199.89
12	301	605	0.013609574	\$816.57
13	302	581	0.013069690	\$784.18
14	303	501	0.011270077	\$676.20
15	304	604	0.013587079	\$815.22
16	305	525	0.011809961	\$708.60
17	306	575	0.012934719	\$776.08
18	401	605	0.013609574	\$816.57
19	402	581	0.013069690	\$784.18
20	403	501	0.011270077	\$676.20
21	404	604	0.013587079	\$815.22
22	405	525	0.011809961	\$708.60
23	406	575	0.012934719	\$776.08
24	501	605	0.013609574	\$816.57
25	502	581	0.013069690	\$784.18
26	503	501	0.011270077	\$676.20
27	504	604	0.013587079	\$815.22
28	505	525	0.011809961	\$708.60
29	506	575	0.012934719	\$776.08
30	601	605	0.013609574	\$816.57
31	602	581	0.013069690	\$784.18
32	603	501	0.011270077	\$676.20

paid. c/buy # 346

SCAN 1/3/20

**THE OWNERS, STRATA PLAN LMS-992
SPECIAL GENERAL MEETING: DECEMBER 16, 2019
SPECIAL LEVY 3/4 RESOLUTION #3:
WATER LOSS INSURANCE DEDUCTIBLE, PLUS LEGAL EXPENSES AND INTEREST ON
OUTSTANDING INVOICES**

Total Special Levy: \$60,000.00
Total Aggregate: 44454

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	COMMON AREA %	SPECIAL LEVY ONE TIME CONTRIBUTION
33	604	604	0.013587079	\$815.22
34	605	525	0.011809961	\$708.60
35	606	575	0.012934719	\$776.08
36	701	605	0.013609574	\$816.57
37	702	581	0.013069690	\$784.18
38	703	501	0.011270077	\$676.20
39	704	604	0.013587079	\$815.22
40	705	525	0.011809961	\$708.60
41	706	575	0.012934719	\$776.08
42	801	605	0.013609574	\$816.57
43	802	581	0.013069690	\$784.18
44	803	501	0.011270077	\$676.20
45	804	604	0.013587079	\$815.22
46	805	525	0.011809961	\$708.60
47	806	575	0.012934719	\$776.08
48	901	605	0.013609574	\$816.57
49	902	581	0.013069690	\$784.18
50	903	501	0.011270077	\$676.20
51	904	604	0.013587079	\$815.22
52	905	525	0.011809961	\$708.60
53	906	575	0.012934719	\$776.08
54	1001	605	0.013609574	\$816.57
55	1002	581	0.013069690	\$784.18
56	1003	501	0.011270077	\$676.20
57	1004	604	0.013587079	\$815.22
58	1005	525	0.011809961	\$708.60
59	1006	575	0.012934719	\$776.08
60	1101	1288	0.028973771	\$1,738.43
61	1102	1220	0.027444100	\$1,646.65
62	1103	1215	0.027331624	\$1,639.90
63	1104	1281	0.028816304	\$1,728.98
		44454	1.000000000	\$60,000.00

PROXY AUTHORIZATION

The undersigned owner of Strata Plan LMS992 hereby appoints

_____ or failing him/her

_____ as the proxy of the undersigned to attend and vote at

The Meeting to be held on **Monday December 16, 2019** and at any adjournment thereof, in the same manner, to the same extent and with the same powers as if the undersigned were present at the said meeting or any adjournment thereof.

THE UNDERSIGNED acknowledges receipts of the information circular for the meeting and hereby revokes any proxy previously given.

	In Favour	Opposed	Abstain
Special Resolution #1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Resolution #2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Resolution #3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____

Strata Lot #: _____

Address: _____

Signature: _____

Date: _____

This is Exhibit " E " referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

Received May 22
2020

Strata Plan LMS 992 – Joyce Place | Minutes of a Special General Meeting

Strata Plan LMS 992 – Joyce Place

Minutes of a Special General Meeting

HELD: On Wednesday, May 13, 2020 at 7:00 p.m. in the 2nd Floor Meeting Room, 3380 Vanness Ave, Vancouver BC

PRESENT: Sixty-three (63) owners, three (3) in person and sixty (60) by proxy, as per the registration sheet. G. Stephen Hamilton, Strata Lawyer for LMS 992, Hamilton & Co. was also present.

CALL TO ORDER, QUORUM REPORT: The meeting was called to order at 7:14 p.m. Brian Yan Muk, Strata Council Secretary, noted that with sixty-three (63) eligible votes, the quorum requirements set up in the bylaws have been met. Brian Yan Muk, Strata Council Secretary, would chair the meeting.

PROOF OF NOTICE OF MEETING: Brian Yan Muk, Strata Council Secretary, advised that the Notice of Meeting was issued in compliance with the Strata Property Act.

APPROVE THE AGENDA: MOTIONED by Brian Yan Muk, Strata Council Secretary and SECONDED by G. Stephen Hamilton, Strata Lawyer.

MOTION CARRIED, no objections

APPROVE THE MINUTES OF THE LAST GENERAL MEETING: MOTIONED by Brian Yan Muk, Strata Council Secretary and SECONDED by G. Stephen Hamilton, Strata Lawyer for LMS 992.

MOTION CARRIED, no objections

RESOLUTION #1

WHEREAS:

- A. The Owners, Strata Plan LMS 992 (the "Strata Corporation") has entered into a Second Amended and Restated Purchase and Sale Agreement dated December 11, 2019 and amendments (collectively, the "Sale Agreement") between the Strata Corporation as vendor and Intracorp Acquisition Co. Ltd. as purchaser (the "Purchaser"), with respect to the purchase of all of the lands and buildings comprising Strata Plan LMS 992, inclusive of all strata lots (collectively the "Strata Lands").
- B. The owners of the strata lots comprising Strata Plan LMS 992 propose to voluntarily wind up the Strata Corporation with a liquidator in accordance with Division 2 of Part 16 of the Strata Property Act (the "Act").
- C. Pursuant to section 277(1) of the Strata Property Act (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of a liquidator.
- D. If this resolution is approved, the liquidator will complete the sale of the Strata Lands in accordance with the terms of the Sale Agreement, and will distribute the proceeds.

BE IT RESOLVED by an 80% vote of the Strata Corporation that:

1. Pursuant to sections 277 and 278 of the Act, the following is approved:
 - (a) the appointment of Crowe McKay LLP, as represented by Derek Lai, with an address for business at 1100-1177 West Hastings Street, Vancouver, BC, V6E 4T5, as the liquidator;
 - (b) the cancellation of the strata plan for Strata Plan LMS 992;

Strata Plan LMS 992 – Joyce Place | Minutes of a Special General Meeting

- (c) the dissolution of the Strata Corporation;
 - (d) the surrender to the liquidator of each owner's interest in:
 - (i) land shown on the strata plan;
 - (ii) land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
 - (iii) personal property held by or on behalf of the Strata Corporation;
 - (e) the estimated costs of the winding up at \$250,000; and
 - (f) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1-A.
2. This resolution will cease to have legal effect if the transaction contemplated in the Sale Agreement does not complete in accordance with the terms of the Sale Agreement.

Strata Lot 8 **MOVED** and Strata Lot 61 **SECONDED** to approve **Resolution #1** as presented

MOTION DEFEATED

Fifty (50) strata lots voted in favour of **Resolution #1** for a total of 50 votes.

Thirteen (13) strata lots voted against **Resolution #1** for a total of 15.5 votes.

Brian Yan Muk, Strata Council Secretary, reported there were insufficient votes to approve **Resolution #1**.

RESOLUTION #2 – ¾ vote resolution of The Owners, Strata Plan LMS 992 to approve disposition of property by liquidator (Sections 96, 108 and 282(1) of the Strata Property Act) (TO BE VOTED ON ONLY IF RESOLUTION #1 IS APPROVED)

WHEREAS:

- A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator");
- B. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Second Amended and Restated Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated December 11, 2019 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition");
- C. Pursuant to section 282 of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a 3/4 vote at an annual or special general meeting, or the disposition is void; and

BE IT RESOLVED by a ¾ vote of the Strata Corporation that:

- 1. Pursuant to section 282(2) of the Act, the Disposition is approved;
- 2. The terms, conditions, execution and delivery of each of the Sale Agreement and the Listing Agreement are approved and ratified; and
- 3. The Strata Corporation is authorized and directed to use the \$25,000 Extension Deposit and the \$75,000 First Deposit (to be paid by the Purchaser in accordance with the terms of the Sale

Strata Plan LMS 992 – Joyce Place | Minutes of a Special General Meeting

Agreement) to pay for legal and liquidation costs, provided that the owners acknowledge that the Strata Corporation may call a future general meeting to approve a special levy for additional costs.

Resolution #1 was not approved therefore **Resolution #2** was not moved.

NO MOTION

Brian Yan Muk, Strata Council Secretary, reported we would not vote on **Resolution #2**.

RESOLUTION #3 – MAJORITY VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992 - DIRECTION TO COUNCIL (Section 27 of the Strata Property Act) and ¾ VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992 - TERMINATE THE AGENCY AGREEMENT (Section 39(1)(a) of the Strata Property Act) (TO BE VOTED ON ONLY IF RESOLUTION #1 AND RESOLUTION #2 ARE APPROVED)

WHEREAS:

- A. Pursuant to section 27 of the Strata Property Act (the "Act"), a strata corporation may direct the council in the exercise of its powers and performance of duties by a resolution passed by a majority vote at a general meeting. The Strata Corporation deems it advisable to direct the council, in light of Resolution #1 and Resolution #2, to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined by the strata council or the liquidator, as applicable, in each of their discretion.
- B. Pursuant to section 39(1)(a) of the Act, a strata corporation may terminate its management services contract on two months' notice if the cancellation is first approved by a resolution passed by a ¾ vote at an annual or special general meeting of the strata corporation. The Strata Corporation proposes to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd. doing business as Dwell Property Management (the "Agency Agreement").

BE IT RESOLVED by a majority vote of the Strata Corporation pursuant to section 27 of the Strata Property Act that the Strata Corporation is authorized and directed to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined at the discretion of the strata council or the liquidator, as applicable.

AND BE IT RESOLVED by a ¾ vote of the Strata Corporation that the Strata Corporation is authorized to terminate the Agency Agreement on two (2) months' notice, with the timing of delivery of such notice at a time to be determined by the strata council or the liquidator, as applicable.

Resolution #1 and Resolution #2 were not approved therefore **Resolution #3** was not moved.

NO MOTION

Brian Yan Muk, Strata Council Secretary, reported we would not vote on **Resolution #3**.

RESOLUTION #4 – ¾ vote resolution to pay out the balance of the operating fund and contingency reserve fund (TO BE VOTED ON ONLY IF RESOLUTION #1, RESOLUTION #2, AND RESOLUTION #3 ARE APPROVED)

WHEREAS:

Strata Plan LMS 992 – Joyce Place | Minutes of a Special General Meeting

- A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator"); and
- B. By a ¾ vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 approved disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Second Amended and Restated Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated December 11, 2019 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition").
- C. Section 20 of the Second Amended and Restated Purchase and Sale Agreement allows any balance in the operating fund or contingency reserve fund to be transferred by the Strata Corporation to the Strata Corporation's solicitors on the Completion Date.

BE IT RESOLVED by a ¾ vote pursuant to Sections 96 and 97 of the Strata Property Act, that the Strata Corporation pay to the owners in accordance with unit entitlement, any funds remaining in the Strata Corporation's operating fund and the contingency reserve fund, and that such payment be made by the liquidator after the Sale Agreement has been completed.

Resolution #1, Resolution #2, and Resolution #3 were not approved therefore **Resolution #4** was not moved.

NO MOTION

Brian Yan Muk, Strata Council Secretary, reported we would not vote on **Resolution #4**.

RESOLUTION #5 – ¾ vote resolution to approve a special levy to repair the townhouses [TO BE VOTED ON ONLY IF RESOLUTIONS #1 AND #2 ARE NOT APPROVED.]

WHEREAS:

- A. The City of Vancouver has sent a notice to the Strata Corporation that the townhouses constitute a potentially unsafe condition and a hazard to public safety. On October 7, 2019, the City of Vancouver issued an Order directing the Strata Corporation to correct the unsafe conditions.
- B. The Strata Corporation proposes to repair the townhouses (the "Work").
- C. Attached as Schedule "5-A" is an order of magnitude report from Axiom Builders Inc. dated January 24th, 2020. In Section B, it estimates the total cost to repair the townhouses to be \$1,677,003 (the "Cost of the Work"), and the Strata Corporation proposes to add a contingency.

BE IT RESOLVED by a ¾ vote that:

1. The Strata Corporation cause the Work to be done.
2. To the extent that the Work constitutes a significant change to the use or appearance of the common property, such change is approved in accordance with Section 71 of the Strata Property Act.

Strata Plan LMS 992 – Joyce Place | Minutes of a Special General Meeting

3. The Strata Corporation hereby approves a special levy in the amount of \$1,800,000 (the "Special Levy"). The Special Levy be assessed against the strata lots and allocated in accordance with unit entitlement of the strata lots as set out in Schedule "5-B" to this Resolution.
4. The Special Levy shall be due and payable on May 13, 2020, but for the purpose of convenience only, shall be delivered to the Strata Corporation by the owners of the strata lots not later than June 1, 2020. If an owner sells a strata lot before that strata lot's share of the Special Levy is paid in full, that strata lot's share of the Special Levy will become immediately due and payable.
5. The Special Levy shall be used to pay the Cost of the Work.
6. The Strata Corporation may charge interest on any part of the Special Levy which is not paid in accordance with this Resolution, at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.
7. Any two members of the Strata Council are authorized to execute and deliver those agreements and documents which relate to or are necessary in connection with the Work.

Strata Lot 32 **MOVED** and Strata Lot 61 **SECONDED** to approve **Resolution #5** as presented

MOTION DEFEATED

Thirty-seven (37) strata lots voted in favour of **Resolution #5** for a total of 36.9 votes.

Twenty-two (22) strata lots voted against **Resolution #5** for a total of 22.6 votes.

Four (4) strata lots abstained from **Resolution #5** for a total of 4 votes.

Brian Yan Muk, Strata Council Secretary, reported there were insufficient votes to approve **Resolution #5**

All proxies vote forms were given to G. Stephen Hamilton, Strata Lawyer for LMS 992, from Hamilton & Co. to hold for our records.

TERMINATION OF MEETING

There being no further business, the meeting was terminated at 7:32 PM.

Brian Yan Muk, Strata Council Secretary

This is Exhibit * **F** * referred to in the
affidavit of **Kenneth Kwok Ying Chan**
Sworn before me at **North Vancouver**
this **26** day of **November** A.D. 20**21**

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

MINUTES OF SPECIAL GENERAL MEETING

**STRATA PLAN LMS992 Strata Corporation
JOYCE PLACE**

HELD: July 11th, 2020 at 11:00 a.m. at the amenity room 3380 Vanness Ave VANCOUVER

PRESENT: As there are 63 strata lots, owners representing twenty-one (21) strata lots (1/3) were required to constitute quorum. At the time that the meeting was called to order there were a total of fifty two (52) present in person or by proxy, as per the registration sheet, quorum was established.

Attendees were positioned away from each other following social distancing guidelines.

AGENT: Leo Chan, Strata Manger (SM) Dwell Property Management

CALL TO ORDER: The meeting was called to order at 11:00 a.m.

FILING OF PROOF OF NOTICE OF MEETING &

It was MOVED and SECONDED to accept the Notice of Special General Meeting as proper notice which is in compliance with the requirement of the Strata Property Act.

CARRIED

APPROVAL OF AGENDA

It was MOVED and SECONDED to approve our Special General Meeting agenda.

An owner motioned to have the resolutions position swapped.

It was rejected by a majority vote by the owners.

It was then to MOVED and SECONDED again to approve our Special General Meeting agenda.

CARRIED

APPROVAL OF MINUTES OF PREVIOUS GENERAL MEETING

It was MOVED and SECONDED to approve the Special General Meeting minutes for the meeting held on May 13, 2020 as previously distributed.

CARRIED

¾ Resolution 1

Resolution 1	To raise a Special Levy to pay for expenditure to repair our townhouses not exceeding \$1,800,000
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Any unused fund will be return owners base on unit entitlement.

Levy fund collected will be held in a separate trust bank account.

BACKGROUND:

On Oct 7th and Nov 18, 2019, the city of Vancouver has issued an UNSAFE ORDER (see attached)

On May 13, 2020, under Resolution 5 to raise a levy to repair our town house was defeated.

On May 26, 2020 Council issued an update:

4. Legal Action: At the advice of Stephen Hamilton, our strata lawyer, given the failed building sale vote and the failure to raise money to perform long-term repairs on the exterior of the townhouses, Council is exploring the following course of action:

- **Court Imposed Levy:** 62.7% of owners were in favour of raising \$1.8M. Section 173.2(b) of the Strata Property Act indicates that if we receive more than 50% but less than 75% of votes, Council has 90 days (until August 11, 2020) to apply to Supreme Court to MANDATE the special levy. Council is exploring this option.
- **Court Appointed Administrator:** An administrator is a person appointed by the court to perform some or all of a strata corporation's duties. Section 174 of the Strata Property Act indicates that the court may appoint an administrator if, in the court's opinion, the appointment is in the best interests of the strata corporation. Leo, our property manager has advised us that appointing an administrator will likely **DOUBLE** our monthly strata fees. Council is exploring this option - the following are the factors being considered by Council when applying for an administrator:
 - Is there a demonstrated inability to manage the strata corporation?
 - Is there substantial misconduct or mismanagement, or both, in relation to the affairs of the strata corporation?
 - Is the appointment of an administrator necessary to bring order to the affairs of the strata corporation?
 - Is there a struggle within the strata corporation among competing groups that impedes or prevents proper governance of the strata corporation?
 - Will the appointment of an administrator have any reasonable prospect of bringing order to the affairs of the strata corporation?

References:

Oct 7, 2019 Unsafe order from the City of Vancouver

Nov 18 2019 Unsafe order from the City of Vancouver

May 13 2020 SGM minutes

May 26, 2020 general update

¾ Vote Resolution 1 – To approve an expenditure of up to \$1,800,000 by a special levy to repair our town houses.

WHEREAS:

- A. The City of Vancouver has sent a notice to the Strata Corporation that the townhouses constitute a potentially unsafe condition and a hazard to public safety. On October 7, 2019, the City of Vancouver issued an Order directing the Strata Corporation to correct the unsafe conditions.
- B. The Strata Corporation proposes to repair the townhouses (the "Work").
- C. Attached as Schedule "1-A" is an order of magnitude report from Axiom Builders Inc. dated January 24th, 2020. In point B, it estimates the total cost to repair the townhouses to be \$1,677,003 (the "Cost of the Work"), and the Strata Corporation proposes to add a contingency.

BE IT RESOLVED by a ¾ vote that:

1. The Strata Corporation cause the Work to be done.

2. To the extent that the Work constitutes a significant change to the use or appearance of the common property, such change is approved in accordance with Section 71 of the Strata Property Act.
3. The Strata Corporation hereby approves a special levy in the amount of \$1,800,000 (the "Special Levy"). The Special Levy be assessed against the strata lots and allocated in accordance with unit entitlement of the strata lots as set out in Schedule "1-B" to this Resolution.
4. The Special Levy shall be due and payable on July 11, 2020, but for the purpose of convenience only, shall be delivered to the Strata Corporation by the owners of the strata lots not later than Sept 1st, 2020. If an owner sells a strata lot before that strata lot's share of the Special Levy is paid in full, that strata lot's share of the Special Levy will become immediately due and payable.
5. The Special Levy shall be used to pay the Cost of the Work.
6. The Strata Corporation may charge interest on any part of the Special Levy which is not paid in accordance with this Resolution, at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.
7. Any two members of the Strata Council are authorized to execute and deliver those agreements and documents which relate to or are necessary in connection with the Work.

END OF RESOLUTION #1

Summary of discussion

- 1) Owners suggested a Repair committee to be setup after the AGM on Aug 4th 2020. The committee shall report to the newly elected strata council. The committee is not an oversight but will work with council and provide update to owners.
- 2) Once bidding process concluded, Dwell will hold another information session meeting and disclose all bids to owners.
- 3) Strata council will select the winning bidder and will consider feedbacks from owners.
- 4) Another information session will be held with the winning bidder so owners can have a Q&A session.
- 5) Should the vote passes, strata manager will convey to council that a court appointment administrator is not desired.
- 6) Proposed Schedule by RDH and Strata Council

PROJECT TASK	ESTIMATED TIME	NOTES
Initial Assessment Report	July 2020	<ul style="list-style-type: none"> • On Wednesday June 17, Paul Good, Senior Project Engineer from RDH performed a non-invasive visual inspection on 4 townhouses (3362, 3368, 3370, 3372) and consulted with 3 townhouses (3364, 3366, 3374) on their concerns • An <i>Initial Assessment Report</i> on next steps to be provided to owners and a proposal for the <i>Limited BECA Report</i>. • Once we receive this report, RDH will meet with owners to outline next steps and answer questions
Limited BECA Report (Building	September 2020	<ul style="list-style-type: none"> • A potentially invasive inspection on the townhouses and parkade will be required to write a <i>Limited BECA Report</i>

Envelope Condition Assessment)		<ul style="list-style-type: none"> The <i>Limited BECA Report</i> will include a proposal for the <i>Design Options Report</i>
Design Options Report	December 2020	<ul style="list-style-type: none"> The <i>Limited BECA Report</i> will help inform the <i>Design Options Report</i>, which will outline options for repairs and new feature beyond the original construction (e.g. new designs, windows) Council will review all options with owners to determine the final scope and RDH will finalize the drawings and provide a scope of work. This is when we can receive bids from work.
Finalize Drawings	March 2021	<ul style="list-style-type: none"> Finalized drawings will take 2-3 months
Tender (Receive Bids From Contractors)	March 2021	<ul style="list-style-type: none"> Expected to receive upwards of 8 bids, council to narrow down to 3-4 and present options to owners Owners can suggest contractors to bid on the scope of work provided by RDH
Commence Work	April 2021	<ul style="list-style-type: none"> Townhouse owners can live in their units during construction.
Complete Work	September 2021	<ul style="list-style-type: none"> RDH will provide guidance on the timing and cost to budget for future maintenance.

- 7) Any unused amount will be returned to owners as per the strata property act if it is more than \$100 per unit. Amount smaller than \$100 per unit will be transferred to our CRF.

After Discussion, it was MOVED and SECONDED to vote on Resolution 1.

**CARRIED
39 IN FAVOUR
0 OPPOSED
13 ABSTENTIONS**

39/39 = 100% > 75%

Choose from 1 of 3 methods of payments.

1) Fill out the Pre-Authorized Payment Authorization Amendment Agreement and email / mail back to Dwell (see below) If you are on PAD already, simply email Dwell to authorise and settle your account.

2) Mail a cheque to Dwell

Dwell Property Management | 4311 Viking Way, Suite 170, Richmond, BC Canada V6V 2K9
Please make cheque payable to Strata Plan BCS3655 (indicate your unit #)

3) Visit Dwell's office and pay in cash / cheque

See Fee Schedule 1-B attached

LMS992 Pre-Authorized Payment Authorization
Amendment Agreement

DATE: _____

I/We acknowledge that monthly strata fees are currently being debited from my/our account by Dwell Property Management. Due to a special levy being passed, withdrawal is necessary in the amount of

Options:

A) I choose to pay the full amount: \$ _____

B1) This is payment #1 (15%) _____ due on Oct 1st 2020

B2) This is payment # 2 (15%) _____ due on Nov 1st 2020

B3) This is payment # 3(15%) _____ due on Dec 1st 2020

B4) This is payment # 4(15%) _____ due on Jan 1st 2021

B5) This is payment # 5 (20%) _____ due on Feb 1st 2021

B6) This is payment # 6 (20%) _____ due on Mar 1st 2021

I/We hereby request and authorize Dwell Property Management on behalf of the strata corporation to debit my account for a Special Levy payment as indicated above in addition to the regular monthly strata fee payment already being withdrawn from my account. A Special Levy withdrawal is a onetime charge as per the Special Resolution passed that authorizes the Special Levy.

Strata Plan: LMS992

Civic Address: _____

Owners Name: _____

Owners/Account holders Signature: _____

By signing this form, I/We understand that this document forms an amendment to my/our existing Pre-Authorized Payment Plan and I/We warrant that all persons whose signatures are required to sign on the account have signed this Amendment Agreement.

Owner can settle the full amount prior to Sept 1st 2020.

**** All special levy fund will be collected into a newly created trust account.**

¾ Resolution 2

Resolution 2	To raise a Special Levy to pay for expenditure to replenish contingency reserve fund
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WHEREAS:

The owners of LMS992 has spent \$115k from our CRF to repair our fire panel.

\$80k for the fire panel

Fire watch from May 7 to June 17, \$20k

Related Plumbing \$15k

BE IT RESOLVED by a ¾ vote that: by a ¾ vote of the Owners, Strata Plan LMS992, at the special general meeting held July 11, 2020 to vote on a one time contribution to our CRF by special levy.

a) The special levy shall become due and payable in full immediately on passing of this resolution and any owner who sells, conveys or transfers his/her title, including a remortgage, shall pay the full amount outstanding.

b) The special levy is not considered an "installment" levy as contemplated by section 108(3)(c) of the Strata Property Act. As a matter of financial convenience only, owners may pay their special levy on or before Aug 1, 2020 as detailed in Schedule 2 of this resolution.

After Discussion, it was MOVED and SECONDED to vote on Resolution 2.

**CARRIED
51 IN FAVOUR
0 OPPOSED
1 ABSTENTIONS**

51/52 = 98% > 75%

Choose from 1 of 3 methods of payments.

1) Fill out the Pre-Authorized Payment Authorization Amendment Agreement and email / mail back to Dwell (see below) If you are on PAD already, simply email Dwell to authorise and settle your account.

2) Mail a cheque to Dwell

Dwell Property Management | 4311 Viking Way, Suite 170, Richmond, BC Canada V6V 2K9
Please make cheque payable to Strata Plan LMS992 (indicate your unit #)

3) Visit Dwell's office and pay in cash / cheque

See Fee Schedule A below: Due on July 2nd 2020

LMS992 Pre-Authorized Payment Authorization
Amendment Agreement (Levy 2)

DATE: _____

I/We acknowledge that monthly strata fees are currently being debited from my/our account by Dwell Property Management. Due to a special levy being passed, withdrawal is necessary in the amount of

Options:

A) I choose to pay the full amount: \$ _____

I/We hereby request and authorize Dwell Property Management on behalf of the strata corporation to debit my account for a Special Levy payment as indicated above in addition to the regular monthly strata fee payment already being withdrawn from my account. A Special Levy withdrawal is a onetime charge as per the Special Resolution passed that authorizes the Special Levy.

Strata Plan: LMS992

Civic Address: _____

Owners Name: _____

Owners/Account holders Signature: _____

By signing this form, I/We understand that this document forms an amendment to my/our existing Pre-Authorized Payment Plan and I/We warrant that all persons whose signatures are required to sign on the account have signed this Amendment Agreement.

Owner can settle the full amount prior to Aug 1 2020.

**** All special levy fund will be collected into a newly created trust account.**

TERMINATION

There being no further business, the meeting was terminated at 1:15 p.m.

All comments, concerns and suggestions for the strata council or management can be mailed, or emailed to:

Dwell Property Management
4311 Viking Way, Suite 170
Richmond, BC V6V 2K9

leo.chan@dwellproperty.ca

****In case of emergency, stay calm and call the office main number at 604-821-2999,
and hit "5" to be connected to the 24/7 emergency call centre.
An attendant will be able to assist you.****

Schedule 1B Special Levy \$ 1,800,000

Townhouses Repair 15% 15% 15% 15% 15% 15% 15% 15% 15% 15% 20% 20%

STRATA LOT	UNIT NO	UNIT ENTITLE MENT	Levy	October 1, 2020	November 1, 2020	December 1, 2020	January 1, 2021	February 1, 2021	March 1, 2021
1-TWNHSE	3362	1132	\$45,836.15	\$ 6,875.42	\$ 6,875.42	\$ 6,875.42	\$ 6,875.42	\$ 9,167.23	\$ 9,167.23
2-TWNHSE	3364	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
3-TWNHSE	3366	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
4-TWNHSE	3368	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
5-TWNHSE	3370	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
6-TWNHSE	3372	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
7-TWNHSE	3374	1275	\$51,626.40	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 7,743.96	\$ 10,325.28	\$ 10,325.28
8-TWNHSE	3376	1133	\$45,876.64	\$ 6,881.50	\$ 6,881.50	\$ 6,881.50	\$ 6,881.50	\$ 9,175.33	\$ 9,175.33
9-RETAIL	3378	624	\$25,266.57	\$ 3,789.99	\$ 3,789.99	\$ 3,789.99	\$ 3,789.99	\$ 5,053.31	\$ 5,053.31
10-RETAIL	3382	894	\$36,199.22	\$ 5,429.88	\$ 5,429.88	\$ 5,429.88	\$ 5,429.88	\$ 7,239.84	\$ 7,239.84
11-RETAIL	3384	889	\$35,996.76	\$ 5,399.51	\$ 5,399.51	\$ 5,399.51	\$ 5,399.51	\$ 7,199.35	\$ 7,199.35
12	301	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
13	302	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
14	303	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
15	304	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
16	305	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
17	306	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
18	401	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
19	402	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
20	403	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
21	404	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
22	405	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
23	406	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
24	501	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
25	502	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
26	503	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
27	504	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
28	505	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
29	506	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
30	601	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
31	602	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
32	603	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
33	604	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
34	605	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
35	606	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
36	701	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45

Schedule 1B Special Levy \$ 1,800,000

Townhouses Repair

20%

15%

15%

15%

15%

20%

STRATA LOT	UNIT NO	UNIT ENTITLE MENT	Levy	October 1, 2020	November 1, 2020	December 1, 2020	January 1, 2021	February 1, 2021	March 1, 2021
37	702	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
38	703	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
39	704	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
40	705	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
41	706	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
42	801	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
43	802	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
44	803	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
45	804	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
46	805	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
47	806	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
48	901	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
49	902	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
50	903	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
51	904	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
52	905	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
53	906	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
54	1001	605	\$24,497.23	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 3,674.58	\$ 4,899.45	\$ 4,899.45
55	1002	581	\$23,525.44	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 3,528.82	\$ 4,705.09	\$ 4,705.09
56	1003	501	\$20,286.14	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 3,042.92	\$ 4,057.23	\$ 4,057.23
57	1004	604	\$24,456.74	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 3,668.51	\$ 4,891.35	\$ 4,891.35
58	1005	525	\$21,257.93	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 3,188.69	\$ 4,251.59	\$ 4,251.59
59	1006	575	\$23,282.49	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 3,492.37	\$ 4,656.50	\$ 4,656.50
60	1101	1288	\$52,152.79	\$ 7,822.92	\$ 7,822.92	\$ 7,822.92	\$ 7,822.92	\$ 10,430.56	\$ 10,430.56
61	1102	1220	\$49,399.38	\$ 7,409.91	\$ 7,409.91	\$ 7,409.91	\$ 7,409.91	\$ 9,879.88	\$ 9,879.88
62	1103	1215	\$49,196.92	\$ 7,379.54	\$ 7,379.54	\$ 7,379.54	\$ 7,379.54	\$ 9,839.38	\$ 9,839.38
63	1104	1281	\$51,869.35	\$ 7,780.40	\$ 7,780.40	\$ 7,780.40	\$ 7,780.40	\$ 10,373.87	\$ 10,373.87

Schedule 2 Special Levy
Fire Panel Repair

\$ 115,000
01-Sep

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	Levy
1-TWNHSE	3362	1132	\$2,928.42
2-TWNHSE	3364	1275	\$3,298.35
3-TWNHSE	3366	1275	\$3,298.35
4-TWNHSE	3368	1275	\$3,298.35
5-TWNHSE	3370	1275	\$3,298.35
6-TWNHSE	3372	1275	\$3,298.35
7-TWNHSE	3374	1275	\$3,298.35
8-TWNHSE	3376	1133	\$2,931.01
9-RETAIL	3378	624	\$1,614.25
10-RETAIL	3382	894	\$2,312.73
11-RETAIL	3384	889	\$2,299.79
12	301	605	\$1,565.10
13	302	581	\$1,503.01
14	303	501	\$1,296.06
15	304	604	\$1,562.51
16	305	525	\$1,358.15
17	306	575	\$1,487.49
18	401	605	\$1,565.10
19	402	581	\$1,503.01
20	403	501	\$1,296.06
21	404	604	\$1,562.51
22	405	525	\$1,358.15
23	406	575	\$1,487.49
24	501	605	\$1,565.10
25	502	581	\$1,503.01
26	503	501	\$1,296.06
27	504	604	\$1,562.51
28	505	525	\$1,358.15
29	506	575	\$1,487.49
30	601	605	\$1,565.10
31	602	581	\$1,503.01
32	603	501	\$1,296.06
33	604	604	\$1,562.51
34	605	525	\$1,358.15
35	606	575	\$1,487.49
36	701	605	\$1,565.10
37	702	581	\$1,503.01
38	703	501	\$1,296.06

Schedule 2 Special Levy
Fire Panel Repair

\$ 115,000
01-Sep

STRATA LOT	UNIT NO	UNIT ENTITLEMENT	Levy
39	704	604	\$1,562.51
40	705	525	\$1,358.15
41	706	575	\$1,487.49
42	801	605	\$1,565.10
43	802	581	\$1,503.01
44	803	501	\$1,296.06
45	804	604	\$1,562.51
46	805	525	\$1,358.15
47	806	575	\$1,487.49
48	901	605	\$1,565.10
49	902	581	\$1,503.01
50	903	501	\$1,296.06
51	904	604	\$1,562.51
52	905	525	\$1,358.15
53	906	575	\$1,487.49
54	1001	605	\$1,565.10
55	1002	581	\$1,503.01
56	1003	501	\$1,296.06
57	1004	604	\$1,562.51
58	1005	525	\$1,358.15
59	1006	575	\$1,487.49
60	1101	1288	\$3,331.98
61	1102	1220	\$3,156.07
62	1103	1215	\$3,143.14
63	1104	1281	\$3,313.88
		44454	\$ 115,000

This is Exhibit * 9 * referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

16	305	568	518	0.0116524947	\$482,413.28	\$0.00	\$0.00	\$482,413.28
17	306	623	550	0.0123723399	\$512,214.87	\$0.00	\$0.00	\$512,214.87
18	401	653	528	0.0118774463	\$491,726.28	\$0.00	\$0.00	\$491,726.28
19	402	627	564	0.0126872722	\$525,253.07	\$0.00	\$0.00	\$525,253.07
20	403	545	509	0.0114500382	\$474,031.58	\$0.00	\$0.00	\$474,031.58
21	404	631	571	0.0128447384	\$531,772.17	\$0.00	\$0.00	\$531,772.17
22	405	568	541	0.0121698835	\$503,833.18	\$0.00	\$0.00	\$503,833.18
23	406	623	564	0.0126872722	\$525,253.07	\$0.00	\$0.00	\$525,253.07
24	501	653	580	0.0130471949	\$540,153.87	\$0.00	\$0.00	\$540,153.87
25	502	627	586	0.0131821658	\$545,741.67	\$0.00	\$0.00	\$545,741.67
26	503	545	526	0.0118324560	\$489,863.68	\$0.00	\$0.00	\$489,863.68
27	504	631	610	0.0137220498	\$568,092.86	\$0.00	\$0.00	\$568,092.86
28	505	568	556	0.0125073109	\$517,802.67	\$0.00	\$0.00	\$517,802.67
29	506	623	586	0.0131821658	\$545,741.67	\$0.00	\$0.00	\$545,741.67
30	601	653	647	0.0145543708	\$602,550.95	\$0.00	\$0.00	\$602,550.95
31	602	627	605	0.0136095739	\$563,436.36	\$0.00	\$0.00	\$563,436.36
32	603	545	554	0.0124623206	\$515,940.07	\$0.00	\$0.00	\$515,940.07
33	604	631	640	0.0143969047	\$596,031.85	\$0.00	\$0.00	\$596,031.85
34	605	568	576	0.0129572142	\$536,428.67	\$0.00	\$0.00	\$536,428.67
35	606	623	605	0.0136095739	\$563,436.36	\$0.00	\$0.00	\$563,436.36
36	701	653	668	0.0150267692	\$622,108.25	\$0.00	\$0.00	\$622,108.25
37	702	627	624	0.0140369820	\$581,131.06	\$0.00	\$0.00	\$581,131.06
38	703	545	572	0.0128672335	\$532,703.47	\$0.00	\$0.00	\$532,703.47
39	704	631	656	0.0147568273	\$610,932.65	\$0.00	\$0.00	\$610,932.65
40	705	568	595	0.0133846223	\$554,123.36	\$0.00	\$0.00	\$554,123.36
41	706	623	624	0.0140369820	\$581,131.06	\$0.00	\$0.00	\$581,131.06
42	801	653	690	0.0155216628	\$642,596.84	\$0.00	\$0.00	\$642,596.84
43	802	627	640	0.0143969047	\$596,031.85	\$0.00	\$0.00	\$596,031.85
44	803	545	582	0.0130921852	\$542,016.47	\$0.00	\$0.00	\$542,016.47
45	804	631	659	0.0148243128	\$613,726.55	\$0.00	\$0.00	\$613,726.55
46	805	568	605	0.0136095739	\$563,436.36	\$0.00	\$0.00	\$563,436.36
47	806	623	640	0.0143969047	\$596,031.85	\$0.00	\$0.00	\$596,031.85
48	901	653	711	0.0159940613	\$662,154.14	\$0.00	\$0.00	\$662,154.14
49	902	627	659	0.0148243128	\$613,726.55	\$0.00	\$0.00	\$613,726.55
50	903	545	590	0.0132721465	\$549,466.86	\$0.00	\$0.00	\$549,466.86
51	904	631	692	0.0155666532	\$644,459.44	\$0.00	\$0.00	\$644,459.44

52	905	568	622	0.0139919917	\$579,268.46	\$0.00	\$0.00	\$579,268.46
53	906	623	637	0.0143294192	\$593,237.95	\$0.00	\$0.00	\$593,237.95
54	1001	653	725	0.0163089936	\$675,192.33	\$0.00	\$0.00	\$675,192.33
55	1002	627	678	0.0152517209	\$631,421.24	\$0.00	\$0.00	\$631,421.24
56	1003	545	613	0.0137895352	\$570,886.76	\$0.00	\$0.00	\$570,886.76
57	1004	631	705	0.0158590903	\$656,566.34	\$0.00	\$0.00	\$656,566.34
58	1005	568	639	0.0143744095	\$595,100.55	\$0.00	\$0.00	\$595,100.55
59	1006	623	678	0.0152517209	\$631,421.24	\$0.00	\$0.00	\$631,421.24
60	1101	1395	1376	0.0309533450	\$1,281,468.48	\$0.00	\$0.00	\$1,281,468.48
61	1102	1304	1317	0.0296261304	\$1,226,521.80	\$0.00	\$0.00	\$1,226,521.80
62	1103	1300	1317	0.0296261304	\$1,226,521.80	\$0.00	\$0.00	\$1,226,521.80
63	1104	1395	1376	0.0309533450	\$1,281,468.48	\$0.00	\$0.00	\$1,281,468.48
		47853	44454	1.0000000000	\$41,400,000.00	\$0.00	\$0.00	\$41,400,000.00

\$865.15

\$849.32	\$13,266.37	\$469,146.92	\$17,714.94	\$486,861.86
\$822.17	\$14,085.91	\$498,128.96	\$19,402.08	\$517,531.04
\$753.03	\$13,522.47	\$478,203.81	\$20,414.36	\$498,618.17
\$837.72	\$14,444.46	\$510,808.61	\$19,604.54	\$530,413.15
\$869.78	\$13,035.87	\$460,995.71	\$16,905.12	\$477,900.83
\$842.75	\$14,623.73	\$517,148.43	\$20,380.62	\$537,529.05
\$887.03	\$13,855.41	\$489,977.76	\$17,714.94	\$507,692.70
\$843.10	\$14,444.46	\$510,808.61	\$19,402.08	\$530,210.69
\$827.19	\$14,854.23	\$525,299.64	\$20,414.36	\$545,714.00
\$870.40	\$15,007.90	\$530,733.77	\$19,604.54	\$550,338.30
\$898.83	\$13,471.25	\$476,392.43	\$16,905.12	\$493,297.54
\$900.31	\$15,622.55	\$552,470.31	\$20,380.62	\$572,850.92
\$911.62	\$14,239.57	\$503,563.10	\$17,714.94	\$521,278.04
\$875.99	\$15,007.90	\$530,733.77	\$19,402.08	\$550,135.85
\$922.74	\$16,570.15	\$585,980.80	\$20,414.36	\$606,395.16
\$898.62	\$15,494.50	\$547,941.86	\$19,604.54	\$567,546.40
\$946.68	\$14,188.35	\$501,751.72	\$16,905.12	\$518,656.84
\$944.58	\$16,390.88	\$579,640.98	\$20,380.62	\$600,021.60
\$944.42	\$14,751.79	\$521,676.88	\$17,714.94	\$539,391.82
\$904.39	\$15,494.50	\$547,941.86	\$19,402.08	\$567,343.94
\$952.69	\$17,107.98	\$605,000.27	\$20,414.36	\$625,414.63
\$926.84	\$15,981.10	\$565,149.95	\$19,604.54	\$584,754.49
\$977.44	\$14,649.35	\$518,054.12	\$16,905.12	\$534,959.24
\$968.20	\$16,800.65	\$594,132.00	\$20,380.62	\$614,512.62
\$975.57	\$15,238.39	\$538,884.97	\$17,714.94	\$556,599.91
\$932.79	\$15,981.10	\$565,149.95	\$19,402.08	\$584,552.03
\$984.07	\$17,671.41	\$624,925.43	\$20,414.36	\$645,339.79
\$950.61	\$16,390.88	\$579,640.98	\$19,604.54	\$599,245.51
\$994.53	\$14,905.45	\$527,111.01	\$16,905.12	\$544,016.13
\$972.63	\$16,877.48	\$596,849.07	\$20,380.62	\$617,229.69
\$991.97	\$15,494.50	\$547,941.86	\$17,714.94	\$565,656.80
\$956.71	\$16,390.88	\$579,640.98	\$19,402.08	\$599,043.06
\$1,014.02	\$18,209.24	\$643,944.90	\$20,414.36	\$664,359.26
\$978.83	\$16,877.48	\$596,849.07	\$19,604.54	\$616,453.60
\$1,008.20	\$15,110.34	\$534,356.53	\$16,905.12	\$551,261.64
\$1,021.33	\$17,722.63	\$626,736.81	\$20,380.62	\$647,117.42

\$486,861.86	\$857.15	\$563,353.20
\$517,531.04	\$830.71	\$598,747.72
\$498,618.17	\$763.58	\$576,586.18
\$530,413.15	\$845.95	\$613,697.16
\$477,900.83	\$876.88	\$553,063.17
\$537,529.05	\$851.87	\$621,846.73
\$507,692.70	\$893.83	\$587,580.38
\$530,210.69	\$851.06	\$613,494.70
\$545,714.00	\$835.70	\$631,360.68
\$550,338.30	\$877.73	\$636,870.98
\$493,297.54	\$905.13	\$570,970.22
\$572,850.92	\$907.85	\$662,927.60
\$521,278.04	\$917.74	\$603,380.72
\$550,135.85	\$883.04	\$636,668.53
\$606,395.16	\$928.63	\$701,935.51
\$567,546.40	\$905.18	\$656,884.74
\$518,656.84	\$951.66	\$600,464.18
\$600,021.60	\$950.91	\$694,528.28
\$539,391.82	\$949.63	\$624,447.83
\$567,343.94	\$910.66	\$656,682.29
\$625,414.63	\$957.76	\$724,055.98
\$584,754.49	\$932.62	\$676,898.50
\$534,959.24	\$981.58	\$619,424.58
\$614,512.62	\$973.87	\$711,381.97
\$556,599.91	\$979.93	\$644,461.59
\$584,552.03	\$938.29	\$676,696.05
\$645,339.79	\$988.27	\$747,229.80
\$599,245.51	\$955.73	\$693,752.19
\$544,016.13	\$998.19	\$629,958.14
\$617,229.69	\$978.18	\$714,542.04
\$565,656.80	\$995.87	\$654,995.15
\$599,043.06	\$961.55	\$693,549.74
\$664,359.26	\$1,017.40	\$769,350.28
\$616,453.60	\$983.18	\$713,765.95
\$551,261.64	\$1,011.49	\$638,384.99
\$647,117.42	\$1,025.54	\$749,302.77

\$1,019.84	\$15,929.88	\$563,338.57	\$17,714.94	\$581,053.52
\$952.23	\$16,314.04	\$576,923.91	\$19,402.08	\$596,325.99
\$1,033.99	\$18,567.79	\$656,624.54	\$20,414.36	\$677,038.91
\$1,007.05	\$17,364.08	\$614,057.16	\$19,604.54	\$633,661.70
\$1,047.50	\$15,699.39	\$555,187.37	\$16,905.12	\$572,092.49
\$1,040.52	\$18,055.57	\$638,510.76	\$20,380.62	\$658,891.38
\$1,047.71	\$16,365.27	\$578,735.29	\$17,714.94	\$596,450.23
\$1,013.52	\$17,364.08	\$614,057.16	\$19,402.08	\$633,459.24
\$918.62	\$35,240.38	\$1,246,228.10	\$43,460.66	\$1,289,688.76
\$940.58	\$33,729.35	\$1,192,792.45	\$41,166.15	\$1,233,958.60
\$943.48	\$33,729.35	\$1,192,792.45	\$40,997.44	\$1,233,789.88
\$918.62	\$35,240.38	\$1,246,228.10	\$43,224.46	\$1,289,452.56
\$56,010.69	\$1,138,500.00	\$40,261,500.00	\$1,500,000.00	\$41,761,500.00

\$581,053.52	\$1,022.98	\$672,902.20
\$596,325.99	\$957.18	\$690,389.67
\$677,038.91	\$1,036.81	\$784,097.26
\$633,661.70	\$1,010.62	\$733,779.71
\$572,092.49	\$1,049.71	\$662,612.17
\$658,891.38	\$1,044.20	\$762,996.40
\$596,450.23	\$1,050.09	\$690,809.24
\$633,459.24	\$1,016.79	\$733,577.25
\$1,289,688.76	\$924.51	\$1,492,878.12
\$1,233,958.60	\$946.29	\$1,428,435.63
\$1,233,789.88	\$949.07	\$1,428,266.91
\$1,289,452.56	\$924.34	\$1,492,641.92
\$41,761,500.02		\$48,325,874.96

\$/SF	\$528

Total Special Levy	\$7,000,000.00
Total Aggregate	44454

MARKET VALUE AN

SQUARE FOOTAGE	CURRENT ESTIMATED MARKET VALUE
1221	\$644,688.00
1378	\$727,584.00
1378	\$727,584.00
1378	\$727,584.00
1378	\$727,584.00
1378	\$727,584.00
1378	\$727,584.00
1221	\$644,688.00
681	\$359,568.00
930	\$491,040.00
962	\$507,936.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00

REPAIR COST ANALYSIS

UNIT ENTITLEMENT	COMMON AREA %	SPECIAL LEVY @ \$7M	\$/SF
1132	0.0254645251	\$178,251.68	\$145.99
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1275	0.0286813335	\$200,769.33	\$145.70
1133	0.0254870203	\$178,409.14	\$146.12
624	0.0140369820	\$98,258.87	\$144.29
894	0.0201106762	\$140,774.73	\$151.37
889	0.0199982004	\$139,987.40	\$145.52
605	0.0136095739	\$95,267.02	\$145.89
581	0.0130696900	\$91,487.83	\$145.91
501	0.0112700769	\$78,890.54	\$144.75
604	0.0135870788	\$95,109.55	\$150.73

NALYSIS

PRICE PER SQUARE FOOT	BEST CASE (10% ASSESSMENT, 16 FSR)	PRICE PER SQUARE FOOT
\$825.83	\$1,225,757.70	\$1,003.90
\$826.21	\$1,384,024.55	\$1,004.37
\$826.21	\$1,384,024.55	\$1,004.37
\$826.21	\$1,384,024.55	\$1,004.37
\$812.45	\$1,360,814.89	\$987.53
\$826.21	\$1,384,024.55	\$1,004.37
\$810.92	\$1,358,236.04	\$985.66
\$825.86	\$1,225,791.44	\$1,003.92
\$844.52	\$699,293.30	\$1,026.86
\$853.60	\$964,999.52	\$1,037.63
\$844.74	\$988,040.47	\$1,027.07
\$936.21	\$743,782.08	\$1,139.02
\$955.26	\$728,788.58	\$1,162.34
\$1,005.13	\$666,775.58	\$1,223.44
\$858.62	\$658,646.26	\$1,043.81

\$991.82	\$685,637.37	\$1,207.11
\$961.07	\$728,586.12	\$1,169.48
\$882.98	\$701,231.04	\$1,073.86
\$978.78	\$746,840.53	\$1,191.13
\$1,014.79	\$673,222.71	\$1,235.27
\$985.49	\$756,642.60	\$1,199.12
\$1,034.47	\$715,294.15	\$1,259.32
\$984.74	\$746,638.08	\$1,198.46
\$966.86	\$768,281.17	\$1,176.54
\$1,015.74	\$775,207.90	\$1,236.38
\$1,047.65	\$695,142.94	\$1,275.49
\$1,050.60	\$806,930.19	\$1,278.81
\$1,062.29	\$734,635.54	\$1,293.37
\$1,021.94	\$775,005.44	\$1,243.99
\$1,074.94	\$854,672.68	\$1,308.84
\$1,047.66	\$799,706.98	\$1,275.45
\$1,101.77	\$731,246.86	\$1,341.74
\$1,100.68	\$845,612.96	\$1,340.12
\$1,099.38	\$760,424.05	\$1,338.77
\$1,054.06	\$799,504.52	\$1,283.31
\$1,108.81	\$881,750.61	\$1,350.31
\$1,079.58	\$824,206.07	\$1,314.52
\$1,136.56	\$754,456.52	\$1,384.32
\$1,127.39	\$866,243.77	\$1,372.81
\$1,134.62	\$784,923.13	\$1,381.91
\$1,086.19	\$824,003.61	\$1,322.64
\$1,144.30	\$910,117.98	\$1,393.75
\$1,106.46	\$844,836.87	\$1,347.43
\$1,155.89	\$767,350.77	\$1,407.98
\$1,132.40	\$870,112.04	\$1,378.94
\$1,153.16	\$797,817.39	\$1,404.61
\$1,113.24	\$844,634.42	\$1,355.75
\$1,178.18	\$937,195.91	\$1,435.22
\$1,138.38	\$869,335.96	\$1,386.50
\$1,171.35	\$777,666.18	\$1,426.91
\$1,187.48	\$912,663.08	\$1,446.38

525	0.0118099609	\$82,669.73	\$145.55
575	0.0129347190	\$90,543.03	\$145.33
605	0.0136095739	\$95,267.02	\$145.89
581	0.0130696900	\$91,487.83	\$145.91
501	0.0112700769	\$78,890.54	\$144.75
604	0.0135870788	\$95,109.55	\$150.73
525	0.0118099609	\$82,669.73	\$145.55
575	0.0129347190	\$90,543.03	\$145.33
605	0.0136095739	\$95,267.02	\$145.89
581	0.0130696900	\$91,487.83	\$145.91
501	0.0112700769	\$78,890.54	\$144.75
604	0.0135870788	\$95,109.55	\$150.73
525	0.0118099609	\$82,669.73	\$145.55
575	0.0129347190	\$90,543.03	\$145.33
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581	0.0130696900	\$91,487.83	\$145.91
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581	0.0130696900	\$91,487.83	\$145.91
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581	0.0130696900	\$91,487.83	\$145.91
501	0.0112700769	\$78,890.54	\$144.75
604	0.0135870788	\$95,109.55	\$150.73

568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00

\$1,184.69	\$819,737.62	\$1,443.20
\$1,108.17	\$840,766.14	\$1,349.54
\$1,200.76	\$955,247.87	\$1,462.86
\$1,170.30	\$893,835.04	\$1,425.57
\$1,215.80	\$807,322.97	\$1,481.33
\$1,209.19	\$929,425.62	\$1,472.94
\$1,216.21	\$841,657.85	\$1,481.79
\$1,177.49	\$893,632.59	\$1,434.40
\$1,070.16	\$1,817,710.18	\$1,303.02
\$1,095.43	\$1,739,339.57	\$1,333.85
\$1,098.67	\$1,739,170.86	\$1,337.82
\$1,069.99	\$1,817,473.99	\$1,302.85
\$58,820,122.50		

525	0.0118099609	\$82,669.73	\$145.55
575	0.0129347190	\$90,543.03	\$145.33
605	0.0136095739	\$95,267.02	\$145.89
581	0.0130696900	\$91,487.83	\$145.91
501	0.0112700769	\$78,890.54	\$144.75
604	0.0135870788	\$95,109.55	\$150.73
525	0.0118099609	\$82,669.73	\$145.55
575	0.0129347190	\$90,543.03	\$145.33
1288	0.0289737706	\$202,816.39	\$145.39
1220	0.0274440995	\$192,108.70	\$147.32
1215	0.0273316237	\$191,321.37	\$147.17
1281	0.0288163045	\$201,714.13	\$144.60
44454	1.0000000000	\$7,000,000.00	

568	\$299,904.00
623	\$328,944.00
653	\$344,784.00
627	\$331,056.00
545	\$287,760.00
631	\$333,168.00
568	\$299,904.00
623	\$328,944.00
1395	\$736,560.00
1304	\$688,512.00
1300	\$686,400.00
1395	\$736,560.00
47853	\$25,266,384.00

\$/SF	\$528.00
-------	----------

<u>ANALYSIS</u>
2021 ASSESSED VALUE
\$546,000
\$607,000
\$544,000
\$552,000
\$544,000
\$544,000
\$555,000
\$547,000
\$605,700
\$818,000
\$814,000
\$350,000
\$361,000
\$312,000
\$349,000

\$326,000
\$356,000
\$370,000
\$379,000
\$314,000
\$353,000
\$329,000
\$359,000
\$381,000
\$367,000
\$317,000
\$369,000
\$332,000
\$371,000
\$384,000
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\$354,000
\$403,000
\$402,000
\$395,000
\$357,000
\$402,000

\$401,000
\$407,000
\$406,000
\$398,000
\$344,000
\$407,000
\$374,000
\$409,000
\$629,000
\$679,000
\$661,000
\$730,000
\$27,138,700.00

\$567.13

This is Exhibit " H " referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

**\$1,100,000****3378 VANNESS AVENUE
Vancouver, British
Columbia V5R5A8**

MLS® Number: C8038390

Description

East Vancouver, strata unit in a commercial/residential concrete building. Close to Joyce Sky Train Station. 675 sq.ft. 25' frontage Existing good tenant till End August 2022, average net rent : \$2,570 per month with 2.8% net return (31264698)

Property Summary

Property Type	Land Size	Built in
Retail	0	1993

**Annual Property
Taxes**
\$4,009.55

Building

Building Features

Floor Space

675 sqft

Land

Other Property Information

Zoning

Description

CD-1

Data provided by: [Real Estate Board Of Greater Vancouver](#) 2433 Spruce Street, Vancouver, British Columbia V6H 4C8



Patsy Hui

📞 604-275-9787



RE/MAX Westcoast

#110 - 6086 Russ Baker Way
Richmond, British Columbia V7B1B4

📞 604-273-2828

🏠 604-279-8002



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This is Exhibit * 1 * referred to in the
affidavit of Kenneth Kwak Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

May 27, 2021

To: The Owners, Strata Plan LMS 992

Re: Special General Meeting, Wednesday July 7, 2021 at 6:30PM

As you are likely aware, the government has yet to lift the gathering restrictions to slow the spread of COVID-19. These measures include the closure of any business that cannot meet the 6-foot social distancing requirements and the cancellation of any gatherings of more than 50 people. Failure to comply with these Public Health regulations may result in fines of up to \$50,000 from the Province of British Columbia or City of Vancouver.

In this envelope, you will find the Notice Package for LMS 992's upcoming Special General Meeting scheduled for **Wednesday July 7, 2021 at 6:30PM** regarding the strata wind up (building sale). As social distancing and state of emergency procedures are expected to remain in place until the time of this Special General Meeting, it is strongly recommended that all owners consider voting by proxy to help the Strata Corporation adhere to the governmental regulations.

Owners are encouraged to complete the enclosed Proxy Form, specific to the July 7, 2021 Special General Meeting and provide their proxy vote in one of two ways:

- a) **By electronic submission** to the Strata Corporation's lawyer, Stephen Hamilton. Please take a photograph or scan of the completed proxy document and e-mail to Stephen (SHamilton@hamiltonco.ca) and copy Vivien Hsu (VHsu@hamiltonco.ca). Vivien will provide a confirmation e-mail once a proxy is received so owners can ensure their vote will be counted.
 - o If any owner would like assistance with an electronic submission, Strata Council member Brian Yan Muk (call/text 778-859-8048) has offered to provide help as required. If a confirmation is not provided, email joycecouncil@googlegroups.com for assistance; or
- b) **By paper submission** to Strata Council member, Brian Yan Muk. Please drop the complete proxy form to Brian in unit 1003. Please leave a contact phone number or e-mail address to allow Brian to provide confirmation of receipt. Email joycecouncil@googlegroups.com if confirmation is not provided.

Detailed minutes of the meetings will be provided to all owners as soon as possible after its completion and all proxy forms received at the meeting will be kept secure in a sealed envelope by the Strata Corporation's lawyer should the vote be required to be confirmed by the court.

Sincerely,

The Joyce Place Strata Council
joycecouncil@googlegroups.com



Financial Considerations

Financial Considerations From The Last Sales May 2020 Sale SGM:

1. **Increase In Annual Insurance Premiums:** Our insurance premiums have increased from \$25,000 per year to \$120,000 per year. This resulted in a ~30% increase to our annual budget in 2020/2021.
2. **Last Unit Sale (1102):** As a comparison to what you could sell your unit for in the open market today, unit 1102 was recently sold for \$710,000 (\$528/sqft) in April 2021. The previous sale was unit 1003 sold for \$285,000 (\$522/sqft) in January 2017.
3. **Townhouse Building Re-envelope Project Quote:** In May 2021, our engineering firm quoted us \$2.3M for permanent building envelope townhouse repairs, which is significantly greater than the \$1.8M raised at the July 2020 SGM. This is a high level quote, once we approve the design, we are free to find contractors based on the designs provided by the engineering company.
4. **Comparable Nearby Land Developments:**
 - a. 5055 Joyce Street (YMCA Building):
 - i. <https://rezoning.vancouver.ca/applications/5055joycest/index.htm>
 - ii. Sold for \$55M in 2017
 - iii. Approved for 16 FSR for 360 rental units
 - iv. If our land was rezoned for 16 FSR for rental, that would mean an additional \$14.85M on top of our sale price
 - b. 5163-5187 Joyce Street (Kay Market, Plato, Kumare, Sari Sari):
 - i. <https://shapeyourcity.ca/5163-5187-joyce-st>
 - ii. Sold for 37.9M in 2017
 - iii. Proposed for 13.1 FSR for 293 market units with gifted library for the city
 - iv. If our land was rezoned for 13.1 for rental, that would mean an additional \$7M on top of our sale price
 - c. 3235-3261 Clive Avenue (2 blocks west from us):
 - i. <https://rezoning.vancouver.ca/applications/3235-3261cliveave/index.htm>
 - ii. Approve for 2.5 FSR for 68 market units
 - d. 3317-3347 Clive Avenue (land directly beside the townhouses, similar land size):
 - i. 7 units listed at ~\$4.5M each to be sold as land value for a total estimated listing price of \$31.5M, less than our accepted offer of \$41.4M for similar lot size
 - ii. Currently only approved for 3.5 FSR, they would also need a potential developer to rezone their lot with the City of Vancouver for their sale price to make sense

Information Meeting Update

Due to the COVID-19 restrictions, it is not feasible to host large in-person information meetings for the owners of Joyce Place. However, we understand that it is still very important that all owners receive the information they require prior to submitting their votes by proxy for the upcoming Special General Meeting or voting in-person at the SGM.

Owners can still receive information and ask questions in any of the following ways:

- 1) **Direct communication**, by e-mail or phone, with Hart Buck or Jennifer Darling. Please reach out to either member of the Colliers team to ask any questions, their contact information is included below;
- 2) **Virtual town hall** by participating in an online information meeting hosted by Colliers. Owners are invited to join Hart and Jennifer on an online forum to allow discussion and host multiples owners at the same time.

Virtual Town Hall #1: Sunday, June 20, 2021 @ 1:00pm PT

Virtual Town Hall #2: Tuesday, June 29, 2021 @ 6:30pm PT

Zoom Link (join on smartphone, tablet, or computer); <https://zoom.us/j/3038953916>

Dial-in Phone Number: +1-778-907-2071, 3038953916#;

- 3) Participate in a **virtual small group session**. Please contact Hart Buck or Jennifer Darling to set up a time for a call with your group of owners, translation services, if required, will be accommodated whenever possible; or
- 4) Participate in a small group session with the **Strata Corporation's legal team**, Stephen Hamilton and Jennifer Neville. Please contact Colliers to express interest and availability, dates and times for virtual meetings will be provided as applicable.

Contact information:

Hart Buck
Hart.Buck@Colliers.com
604-727-7001

Jennifer Darling
Jennifer.Darling@colliers.com
778-837-5900

Notice Package Contents

This envelope contains the following components to help you make an informed decision regarding the sale:

1. **Cover Letter** – letter instructing owners to vote by proxy, how to vote by proxy, how to get more information, and an overview of the notice package contents.
2. **Projected Sale Milestones And Timelines** – document prepared by Colliers (our realtors) and Council outlining the sale milestones, what will happen before the SGM, what will happen at the SGM, what will happen after the SGM, and what will happen after the sale closing date.
3. **List of Comparable Recent Sales And Active Listings** – document prepared by Colliers (our realtors) analyzing comparable units sold in the last 2 months within 1KM of Joyce Place and comparable units actively listed for sale as of May 25, 2021 within 1KM of Joyce Place.
4. **Owner-Specific Letter With Sale Price Breakdown** – letter informing owners the total offer value, their gross distribution value (unit-specific sale price), additional terms prior and after closing. Also included is a copy of the interest upon destruction, which is used to calculate each unit's sale price from the LMS 992 strata plan.
5. **SGM Package (Agenda, Resolutions, Proxy Form, Sales Amount, Land Titles)** – documents prepared by Hamilton & Company (our strata lawyers) to ensure the resolutions and proxy form are drafted to be legally compliant with the Strata Property Act.
6. **Estimated Cost To Extend Building Life By 25-30 Years** – document prepared by Axiom Builders on behalf of Intracorp providing a cost breakdown to extend the tower and townhouses by 25-30 years. Axiom was shown around the property in September 2019 by Council to gather information to put together their cost estimate.
7. **Sale Agreement with Intracorp** – document prepared by Intracorp that was reviewed by Colliers (our realtor) and Hamilton & Company (our strata lawyer) and signed by Strata Council.

Expectations, Timelines, and Sale Process

Introduction: The purpose of this four (4) page document is to outline what owners can expect throughout the process: 1) major sale milestones, 2) what happens before the vote, 3) the date of the SGM, 4) after the SGM, and 5) after the completion date (assuming a Yes vote). The goal is to give owners information they require to make an informed decision with regards to the sale.

Estimated Timeline: It is expected that the sale would close in Spring of 2023 with owners allowed to stay in their units until Spring of 2024 (up to 12 months after the completion date).

Failure To Approve 80% Vote At July 2021 SGM: If there is a "No" vote, the sale agreement between LMS 992 and Intracorp will cease and LMS 992 will need to pursue long-term repairs needed to extend the life of the tower and townhouses. After a 2nd failed sale vote, there is little-to-no likelihood that Intracorp would be willing to give the strata corporation another opportunity to vote a 3rd time. Once long-term repairs are pursued and completed, there is a very low likelihood that a building sale will be pursued and passed in the future.

1. Major Sale Milestones

The sale is subject to the following events. If these milestones are not met, the sale will not be successful. Refer to *Section 4 – After the SGM* for all potential failure scenarios.

1. LMS 992 must have at least 80% of all owners at the July 2021 SGM vote Yes to the sale resolution – any owners that do not vote are effectively No votes;
2. LMS 992 must have at least 75% of quorum at the July 2021 SGM vote Yes to approve the Sale Agreement resolution between LMS 992 and Intracorp;
3. LMS 992 must have 75% of quorum at a future SGM in 2022 vote Yes to approve the Sale resolution;
- 4. LMS 992 must have the sale approved in BC Supreme Court; ✓
5. Intracorp satisfy their Purchaser's Condition (approvals from the City of Vancouver)

2. Before The 80% SGM Vote

- **SGM Date:** Date of the 80% SGM Vote will be Wednesday July 7, 2021 at 6:30pm in the Joyce Place Backyard (rain or shine). Refer to *Section 3 – Day of the 80% SGM Vote* for more.
- **Virtual Town Halls:** Colliers and Council will host 2 virtual town halls over a Zoom video/phone conference meeting on:
 - Sunday, June 20, 2021 @ 1:00pm PT
 - Tuesday, June 29, 2021 @ 6:30pm PT
 - You can join the meeting from any smartphone, tablet, or computer by visiting <https://zoom.us/j/3038953916> or by calling +1-778-907-2071, 3038953916#
 - Anyone attending the virtual town halls who is being disrespectful will be removed from the Zoom meeting and will not be allowed to rejoin.
 - The audio of the virtual town halls will be recorded and be available to owners by email joycecouncil@googlegroups.com

- **Questions For Realtors/Lawyers:** Hart and Jennifer from Colliers will make themselves available by phone and email to all owners and their family members, realtors, and lawyers. Any owners who want to speak to our lawyer will go through Colliers (to filter questions and control costs). Questions are encouraged to help owners make an informed decision regarding the sale.
- **Translation Services:** Colliers will organize for translation services to help owners that require them.
- **SGM Resolutions:** There will be four (4) resolutions:
 1. Resolution 1 requires an 80% of all owners to vote yes to approve
 2. Resolution 2, 3, and 4 require a 75% of quorum to vote yes to approve
 3. In May 2020, there was a 5th resolution for a \$1.8M special levy. This resolution was passed in the July 2020 SGM so it is not included this time around.
- **1st Deposit For Legal Fees:** In November 2020, LMS 992 received a non-refundable \$25,000 deposit from Intracorp to cover legal fees. These funds have already been deposited to our bank account.
- **Voting By Proxy:** Proxies are requested to be emailed to Stephen Hamilton (SHamilton@hamiltonco.ca) & copy Vivian Hsu (VHsu@hamiltonco.ca) directly or the paper proxy dropped off with Brian in unit 1003. Brian has offered to help owners email Stephen directly for those who want assurance their vote will be counted as they want; call 778-859-8048 for further assistance.
 - **NOTE:** Owners who owe money to the strata corporation **CAN VOTE** in this upcoming SGM because this matter requires unanimous votes.
- **Voting In Person:** Owners who wish to vote in-person are able to attend the SGM on Wednesday July 7, 2021 in the Joyce Place backyard. The SGM will proceed rain or shine. We are expecting to abide by all provincial health recommendations, including wearing masks and practicing physical distancing. If you intend to vote in person, strata council would appreciate that you email joycecouncil@googlegroups.com to let us know so we can account for your unit's vote.
- **Strata Council Follow Up:** Expect members from the strata council to reach out either by phone call, email, or physically distant door knocking to follow up with owners who have not submitted their votes by Proxy or indicated they will be voting in person in late June and early July.

3. Day Of The 80% SGM Vote

- **Physical Attendance:** Due to COVID-19, it is highly recommended to vote by restricted proxy ask that the only people to physically attend the SGM to be Stephen, and Brian.
- **Virtual Attendance & SGM Vote Results:** There will be no way to join the meeting virtually however, results of all the resolutions will be posted in the common areas, elevators, and emailed immediately following the SGM (within 1 or 2 hours). They will be posted on the Dwell Portal the next day. Questions regarding the SGM can be directed to Council or Colliers prior to the SGM or asked at one of the two town halls.
- **Meeting Minutes:** Meeting minutes will be drafted and mailed to owners within 2 weeks. They will also be posted on the Dwell Portal.

4. After The 80% SGM Vote

Assuming the resolutions to sell and agree to the sale agreement pass:

- **2nd Deposit For Legal Fees:** LMS 992 will receive a non-refundable \$75,000 deposit from Intracorp to cover legal fees until the completion date.
- **Townhouse Repairs:** Temporary shoring has been installed in the townhouses as of May 2021. We have engaged with RDH Building Sciences for permanent townhouse building envelope repair designs and will decide how to proceed following the results of the SGM.
- **Applying For Court Date:** Our lawyers will be applying for a court hearing date with BC Supreme Court within 60 days of the SGM. Notice of this court date will be provided to all owners as required by the BC Supreme Court.
- **SGM in 2022 to Approve Sale:** An SGM will be held in 2022 by the appointed Liquidator with a resolution that requires 75% of quorum to approve the sale agreement.
- **BC Supreme Court Approval:** Our lawyers will apply to the court to confirm the 80% Winding-Up resolution. Any dissenting owner will have the opportunity to submit their objections here.
- **Applications by Intracorp to the City of Vancouver:** Intracorp will get LMS 992 to sign a letter to allow Intracorp to negotiate with the City of Vancouver regarding the future use of the LMS 992 property.
- **All Subjects Removed:** Once all of the major sale milestones outlined above are reached, a completion date will be selected up to 4 months after all sale subjects are removed from LMS 992 and Intracorp.
- **Building Costs/Upkeep:** LMS 992 is expected to continue to cover all expenses related to the building operations, maintenance, properties taxes, and insurance until the completion date.

Assuming the resolutions at the July 2021 SGM fail:

- The sale agreement between LMS 992 and Intracorp will cease and LMS 992 will need to pursue long-term repairs needed to extend the life of the tower and townhouses.
- Any legal costs related to the sale are non-refundable.

Assuming either A) the resolution at the SGM in 2022 to approve the sale agreement fails OR B) the sale is not approved by BC Supreme Court OR C) Intracorp is unable to receive re-zoning approval from the City of Vancouver:

- The sale agreement between LMS 992 and Intracorp will cease and LMS 992 will need to pursue long-term repairs needed to extend the life of the tower and townhouses.
- The \$75,000 deposit received from Intracorp is non-refundable. Any legal costs related to the sale are non-refundable.

5. After The Sale Completion

- **Transfer Of Ownership & Payment:** On the completion date, ownership will be passed from LMS 992 to Intracorp and owners will be paid in full by the liquidator.
- **Final Sale Price Calculation:** The final amount owners can expect to receive is a complex calculation and will be a combination of:

- Their share from the sale price based on the Schedule of Interest Upon Destruction,
- MINUS realtor fees,
- MINUS legal fees,
- MINUS liquidator fees,
- PLUS any market assessment bonus,
- PLUS any money remaining in the LMS 992 bank account,
- PLUS any rezoning protection bonus that may be paid out to owners within five (5) years of the completion date,
- MINUS capital gains tax. Owners should consult with their own realtor or financial planner regarding any capital gains tax implications.
- **Future Building Costs/Upkeep:** Intracorp will cover all expenses related to the building operations, maintenance, properties taxes, and insurance after the completion date onwards.
- **Guaranteed Rent Back Period:** Owners will have the option of leasing their unit back from Intracorp at a cost of \$2 per square foot for up to 12 months after the completion date. Leases can be ended earlier with 30 days notice to Intracorp. If owners do not sign a lease agreement with Intracorp, they will be expected to move out on or before the completion date.
- **Estimated Timeline:** It is expected that the sale would close in Spring of 2023 with owners allowed to stay in their units until Spring of 2024 (up to 12 months after the completion date).

6. Additional Questions

If you have any additional questions, please reach out to Hart or Jennifer from Colliers.

Contact information:

Hart Buck
Hart.buck@Colliers.com
 604-727-7001

Jennifer Darling
Jennifer.Darling@colliers.com
 778-837-5900




Residential Update

Apartment Snapshot: Sales

The following information represents sales from April 1, 2021 to May 25, 2021 of completed apartments within 1 km of Joyce Place sold for under \$1,000,000.

Price Range	Sold Listings	Avg. \$/SF (Built Pre 2000)	Avg. \$/SF (Built 2000-2021)
<\$450,000	8	\$797	\$798
\$450,001 - \$650,000	25	\$725	\$952
\$650,001 - \$1,000,000	9	\$528*	\$840
Total	42	6724	\$910

Three sample sales are provided below for the reference for the LMS 992 Owners:

Address	Photo	Sold Price	Beds	Built	SF	\$/SF
109 - 5355 Boundary Road		\$429,000	1	1999	612	\$701
1407 - 3660 Vanness Avenue		\$558,000	1	2006	709	\$787
1608 - 3520 Crowley Drive		\$650,000	2	2001	848	\$767

For reference, the average sale price was 2% above the asking price during this period.

*This represents one sale, a penthouse unit within the Joyce Place Building




Residential Update

Apartment Snapshot: Active Listings

The following information represents all active listings as of May 25, 2021 of constructed apartments within 1 km of Joyce Place listed for under \$1,000,000.

Price Range	Active Listings	Avg. \$/SF (Built Pre 2000)	Avg. \$/SF (Built 2000-2021)
<\$500,000	12	\$793	\$984
\$500,001 - \$650,000	27	\$711	\$891
\$650,001 - \$1,000,000	13	\$789	\$826
Total	52	\$738	\$867

Three sample listings are provided below for the reference for the LMS 992 Owners:

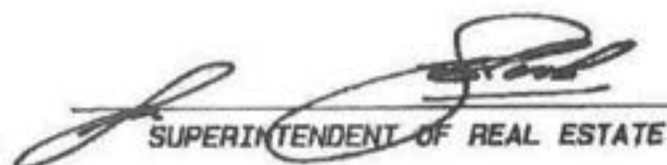
Address	Photo	List Price	Beds	Built	SF	\$/SF
809 - 3489 Ascot Place		\$449,900	2	1994	621	\$724
102 - 5025 Joyce Place		\$578,000	2	2006	783	\$738
305 - 5470 Ormidale Street		\$699,000	2	2018	828	\$844

LOT	SHEET	UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
1	7, 8, & 22	1132	821	1
2	7, 8, & 22	1278	1040	1
3	7, 8, & 22	1275	1040	1
4	7, 8, & 22	1278	1040	1
5	7, 8, & 22	1278	1022	1
6	7, 8, & 22	1278	1040	1
7	7, 8, & 22	1278	1020	1
8	7, 8, & 22	1133	821	1
9	8, 10, 23	824	528	0.8
10	8, 10, 23	884	728	1.3
11	8, 10, 23	888	743	1.3
12	12, 23	608	581	1
13	12, 23	581	550	1
14	12	501	504	1
15	12, 23	604	485	1
16	12	525	518	1
17	12, 23	575	550	1
18	13, 23	608	528	1
19	13, 23	581	584	1
20	13	501	508	1
21	13, 23	604	571	1
22	13	525	541	1
23	13, 23	575	584	1
24	14, 23	608	580	1
25	14, 23	581	588	1
26	14	501	528	1
27	14, 23	604	610	1
28	14	525	558	1
29	14, 23	575	588	1
30	15, 23	608	647	1
31	15, 23	581	608	1
32	15	501	654	1
33	15, 23	604	640	1

LOT	SHEET	UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
38	16	501	572	1
39	16, 23	604	656	1
40	16	525	595	1
41	16, 23	575	624	1
42	17, 23	605	690	1
43	17, 23	581	640	1
44	17	501	582	1
45	17, 23	604	659	1
46	17	525	605	1
47	17, 23	575	640	1
48	16, 23	605	711	1
49	16, 23	581	659	1
50	16	501	590	1
51	16, 23	604	692	1
52	16	525	622	1
53	16, 23	575	637	1
54	16, 23	605	725	1
55	16, 23	581	678	1
56	19	501	613	1
57	16, 23	604	705	1
58	19	525	639	1
59	16, 23	575	678	1
60	20, 21, 23	1268	1378	1
61	20, 21, 23	1220	1317	1
62	20, 21	1215	1317	1
63	20, 21, 23	1261	1378	1
AGGREGATE		44454	44454	63.5

ACCEPTED AS TO FORMS 1, 2 AND 3

THIS 23 DAY OF August, 1993.


SUPERINTENDENT OF REAL ESTATE



TAKE NOTICE THAT A SPECIAL GENERAL MEETING OF THE OWNERS, STRATA PLAN LMS 992 (the "Strata Corporation") WILL BE HELD ON:

DATE: Wednesday July 7, 2021
TIME: 8:30 p.m.
PLACE: 3380 Vanness Ave. in the backyard behind the building
TO: The owners of the strata lots comprising Strata Plan LMS 992

In order to enable the Strata Corporation to meet safely, the Strata Corporation asks owners to attend the Special General Meeting by proxy. If too many owners attend the meeting in person, owners will be putting themselves and others at risk, and the Strata Corporation will not proceed with the meeting. Questions regarding the special general meeting can be asked ahead of time at the two scheduled virtual town halls on June 28 and June 29 or by reaching out directly to Hart Buck and Jennifer Darling from Colliers.

Council member Brian Yan Muk, and the Strata Corporation's lawyer, G. Stephen Hamilton of Hamilton & Company will be attending the meeting in person. Owners will have the ability to give directions to a proxyholder on how to vote on each resolution, and the proxyholder has a duty to comply with those directions. G. Stephen Hamilton will ensure that the proxies are exercised in a manner consistent with the directions.

A form of proxy is enclosed. Please complete the proxy by including the following information:

- Your strata lot number;
- Your name as shown in the records of the Land Title Office (see Schedule 1-A);
- The name of the person who is being appointed as a proxyholder (you may choose council member Brian Yan Muk, or the Strata Corporation's lawyer, G. STEPHEN HAMILTON or another person who will be attending the meeting);
- Directions on how the proxyholder should vote. Please note that in accordance with the form of proxy, the proxyholder will not have discretion as to how to vote. The proxyholder must vote in strict accordance with your instructions.
- Provide the date and your signature (only 1 signature is required)

Once the proxy form is completed, please do one of the following as soon as possible, and prior to the date of the meeting:

- Deliver it to Brian Yan Muk by dropping it off at unit 1003 (slide under the door); or
- Deliver it to Hamilton & Company by emailing it to shamilton@hamiltonco.ca with a copy to VHsu@hamiltonco.ca, or by faxing it to 604.630.7489; or
- Attend the meeting for the sole purpose of delivering it to the proxyholder. If you do so, please take care to remain no less than 2 metres from other persons in attendance. Please note that if there are too many persons in attendance at the meeting, the strata corporation will not proceed with the meeting; or

- Provide it to someone who will be attending the meeting in person (for the reasons stated above, please ensure that the number of people attending the meeting is kept to a minimum).

The Agenda for the meeting and supporting documents are attached to and form part of this Notice of Meeting.

The information included in Resolution 1 (including the postal address of owners and the information regarding registered financial charges) is required by the *Strata Property Act*.

Purpose of the Meeting: The purpose of the Special General Meeting is to vote on resolutions related to a potential winding up of the Strata Corporation and a sale of the Joyce Place complex to a developer/purchaser. The Purchase and Sale Agreement and relevant amendments are enclosed.

The strata corporation proposes to:

1. Approve: the cancellation of the strata plan; dissolution of the Strata Corporation; appointment of a liquidator; surrender of interests; estimated costs of winding up; and interest schedule ("Resolution #1");
2. Approve the sale of the Joyce Place complex to Intracorp Acquisition Co. Ltd. ("Intracorp") (including ratifying the terms, conditions, execution, and delivery of the Purchase and Sale Agreement and amendments, and the listing agreement with Colliers Macaulay Nicolls Inc.);
3. Provide authorization to cancel all other contracts of the Strata Corporation unrelated to the winding up.

Quorum: In order to conduct business at this Special General Meeting, persons holding at least 1/3 of the votes of the Strata Corporation who are entitled to vote must be present in person or by proxy. NOTE HOWEVER THAT AN 80% VOTE RESOLUTION REQUIRES APPROVAL OF 80% OF ALL OF THE VOTES OF THE STRATA CORPORATION.

Voting on an 80% Vote Resolution: The Strata Property Act states that an 80% vote means a vote in favour of a resolution by at least 80% of all of the votes of all eligible voters. The Strata Property Act also states that, at an annual or special general meeting, each strata lot has one vote unless different voting rights are set out in a Schedule of Voting Rights and further that, where two or more persons share one vote with respect to a strata lot, only one of them may vote on any given matter. Strata Plan LMS 992 has 63 strata lots, and 63.5 votes. Therefore at least 50.8 votes must be cast in favour of the 80% resolution in order for it to pass.

AGENDA

THE OWNERS, STRATA PLAN LMS 992

1. Call to Order
2. Certify proxies and issue voting cards
3. Determine that there is a quorum
4. Elect a person to chair the meeting
5. Present proof of notice of meeting
6. Approve the agenda

7. Approve the minutes of the Annual General Meeting on April 17, 2020 - minutes already circulated separately).
8. **Resolution #1 - 80% Vote Resolution** pursuant to Sections 277 and 278 of the *Strata Property Act* to approve the following:
 - (a) Appointment of the liquidator;
 - (b) Cancellation of the strata plan;
 - (c) Dissolution of the strata corporation;
 - (d) Surrender of each owner's interest in the strata plan (i.e. land, buildings and common assets of the strata corporation) to the liquidator;
 - (e) Estimate of winding up costs; and
 - (f) The Interest Schedule appended to Resolution #1 as Schedule 1-A (which includes every owner's name, address for delivery, registered charges against the common property and the strata lots, any outstanding liabilities of the strata corporation, how each strata lot's share of the proceeds of sale is to be calculated - in this case, based on the Schedule of Interest Upon Destruction).
9. **Resolution #2 - ¾ vote** to approve the disposition under Sections 277 and 278 (**NOTE: This Resolution #2 will only be voted if Resolution #1 is approved**):

¾ vote to:

 - (a) pursuant to section 282 of the *Strata Property Act*, approve the disposition of the land and buildings comprising Strata Plan LMS 992 (including all strata lots) by the liquidator to the purchaser, or permitted assignee, pursuant to the Purchase and Sale Agreement (the "Purchase and Sale Agreement"), and the listing agreement with Colliers Macaulay Nicolls Inc. (the "Listing Agreement"); and
 - (b) ratify the terms, conditions, execution and delivery of the Purchase and Sale Agreement and amendments, and the Listing Agreement.
10. **Resolution #3 - A Majority Vote Direction** pursuant to Section 27 of the *Strata Property Act* to the Strata Corporation directing the Strata Corporation to terminate any contracts that the Strata Corporation is party to that are unrelated to the winding up, at a time to be determined by the strata council or the liquidator, as applicable, in each's discretion, and a ¾ vote resolution to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd. doing business as Dwell Property Management (**NOTE: This Resolution #3 will only be voted if Resolutions #1 and #2 are approved.**)
11. **Resolution #4: A ¾ Vote Resolution** to distribute the contingency reserve fund and operating fund to the owners in accordance with unit entitlement. (**NOTE: This Resolution #4 will only be voted if Resolutions #1 and #2 are both approved.**)
12. Meeting Termination.

RESOLUTION #1

WHEREAS:

A. The Owners, Strata Plan LMS 992 (the "Strata Corporation") has entered into a Purchase and Sale Agreement dated January 11, 2021 and amendments (the "Sale Agreement") between the Strata Corporation as vendor and Intracorp Acquisition Co. Ltd. as purchaser (the "Purchaser"), with respect to the purchase of all of the lands and buildings comprising Strata Plan LMS 992, inclusive of all strata lots (collectively the "Strata Lands").

B. The owners of the strata lots comprising Strata Plan LMS 992 propose to voluntarily wind up the Strata Corporation with a liquidator in accordance with Division 2 of Part 16 of the Strata Property Act (the "Act").

C. Pursuant to section 277(1) of the *Strata Property Act* (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of a liquidator.

D. If this resolution is approved, the liquidator will complete the sale of the Strata Lands in accordance with the terms of the Sale Agreement, and will distribute the proceeds.

BE IT RESOLVED by an 80% vote of the Strata Corporation that:

1. Pursuant to sections 277 and 278 of the Act, the following is approved:

- (a) the appointment of Crowe McKay LLP, as represented by Derek Lai, with an address for business at 1100-1177 West Hastings Street, Vancouver, BC, V6E 4T5, as the liquidator;
- (b) the cancellation of the strata plan for Strata Plan LMS 992;
- (c) the dissolution of the Strata Corporation;
- (d) the surrender to the liquidator of each owner's interest in:
 - (i) land shown on the strata plan;
 - (ii) land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
 - (iii) personal property held by or on behalf of the Strata Corporation;
- (e) the estimated costs of the winding up at \$250,000.00; and
- (f) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1-A.

2. This resolution will cease to have legal effect if the transaction contemplated in the Sale Agreement does not complete in accordance with the terms of the Sale Agreement.

END OF RESOLUTION #1

NOTES TO RESOLUTION #1: If the owners vote in favour of the winding up and a sale to the Purchaser, there are provisions in the Sale Agreement regarding the execution of individual purchase and sale agreements. If all registered owners do not agree to sign purchase and sale agreements with the Purchaser in accordance with the terms of the Sale Agreement, the sale process must proceed through a winding up with court approval. The court documents are to be filed with the Court within 60 days of the special general meeting. (July 7, 2021)

RESOLUTION #2 - ¾ vote resolution of The Owners, Strata Plan LMS 992 to approve disposition of property by liquidator (Sections 96, 108 and 282(1) of the Strata Property Act) (TO BE VOTED ON ONLY IF RESOLUTION #1 IS APPROVED)

WHEREAS:

A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator");

B. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated January 11, 2021 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition");

C. Pursuant to section 282 of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a 3/4 vote at an annual or special general meeting, or the disposition is void; and

BE IT RESOLVED by a 3/4 vote of the Strata Corporation that:

1. Pursuant to section 282(2) of the Act, the Disposition is approved; and
2. The terms, conditions, execution and delivery of each of the Sale Agreement and the Listing Agreement are approved and ratified.

END OF RESOLUTION #2**RESOLUTION #3 - MAJORITY VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992**

- DIRECTION TO COUNCIL (Section 27 of the *Strata Property Act*) and 3/4 VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992 - TERMINATE THE AGENCY AGREEMENT (Section 39(1)(a) of the *Strata Property Act*) **(TO BE VOTED ON ONLY IF RESOLUTION #1 AND RESOLUTION #2 ARE APPROVED)**

WHEREAS:

A. Pursuant to section 27 of the *Strata Property Act* (the "Act"), a strata corporation may direct the council in the exercise of its powers and performance of duties by a resolution passed by a majority vote at a general meeting. The Strata Corporation deems it advisable to direct the council, in light of Resolution #1 and Resolution #2, to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined by the strata council or the liquidator, as applicable, in each of their discretion.

B. Pursuant to section 39(1)(a) of the Act, a strata corporation may terminate its management services contract on two months' notice if the cancellation is first approved by a resolution passed by a 3/4 vote at an annual or special general meeting of the strata corporation. The Strata Corporation proposes to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd. doing business as Dwell Property Management (the "Agency Agreement").

BE IT RESOLVED by a majority vote of the Strata Corporation pursuant to section 27 of the *Strata Property Act* that the Strata Corporation is authorized and directed to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined at the discretion of the strata council or the liquidator, as applicable.

AND BE IT RESOLVED by a 3/4 vote of the Strata Corporation that the Strata Corporation is authorized to terminate the Agency Agreement on two (2) months' notice, with the timing of delivery of such notice at a time to be determined by the strata council or the liquidator, as applicable.

END OF RESOLUTION #3

RESOLUTION #4 - ¾ vote resolution to pay out the balance of the operating fund and contingency reserve fund (TO BE VOTED ON ONLY IF RESOLUTION #1, RESOLUTION #2, AND RESOLUTION #3 ARE APPROVED)

WHEREAS:

A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator"); and

B. By a ¾ vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 approved disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated January 11, 2021 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition").

C. Section 20 of the Purchase and Sale Agreement allows any balance in the operating fund or contingency reserve fund to be transferred by the Strata Corporation to the Strata Corporation's solicitors on the Completion Date.

BE IT RESOLVED by a ¾ vote pursuant to Sections 96 and 97 of the Strata Property Act, that the Strata Corporation pay to the owners in accordance with unit entitlement, any funds remaining in the Strata Corporation's operating fund and the contingency reserve fund, and that such payment be made by the liquidator after the Sale Agreement has been completed.

END OF RESOLUTION #4

PROXY APPOINTMENT

Re: **Strata Lot _____ of Strata Plan LMS 992**

I/We, _____ [names],
 the owner(s) of the strata lot described above, hereby appoint
 _____ [name of appointee] to act as my/our proxy to vote,
 for me/us on my/our behalf at the Special General Meeting of The Owners, Strata Plan LMS 992 to be
 held on July 7, 2021. I/We instruct the proxyholder to vote as follows:

Resolution	Yes	No	Abstain
Resolution #1 – To approve: the cancellation of the strata plan; dissolution of the Strata Corporation; appointment of a liquidator; surrender of interests; estimated costs of winding up; and interest schedule			
Resolution #2 – ¾ vote to approve the disposition under Sections 277 and 278			
Resolution #3 - Majority Vote pursuant to Section 27 of the Strata Property Act, directing the Strata Corporation to terminate any contracts that the Strata Corporation is party to that are unrelated to the winding up and ¾ vote resolution to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd, doing business as Dwell Property Management			
Resolution #4: A ¾ Vote Resolution to distribute the contingency reserve fund and operating fund to the owners in accordance with unit entitlement			

Date: _____

 Signature of Owner

 Signature of Other Owner (if more than 1)

Schedule 1-A - Interest Schedule - Part 1						Sale Price
						\$ 41,400,000.00
The Strata Corporation does not hold any land and no third party holds land for the Strata Corporation that is not shown on Strata Plan LMS 992.						
Strata Lot No.	PID*	Registered Owner	Postal Address, Unit No.	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Destruction (%)	Share of Gross Sale Proceeds (less wind up costs)
1	018-366-813	FORNING CHAN and KEVIN GAN CHAN	3362 Van Ness Ave., Vancouver BC V5R 5A8	921	2.07180%	579,000 \$ 857,727.09
2	018-366-821	SOHAIL MERCHANT and RASHIDA MERCHANT	3364 Van Ness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	636,000 \$ 968,551.76
3	018-366-830	PANEE LIMAPICHAT	3366 Van Ness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
4	018-366-848	WILBERT DE ASIS	3368 Van Ness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
5	018-366-856	TUNG CHI TRAN & LE KHANH TRANG HO	5489 Bruce Street Vancouver BC V5P 3M4	1,022	2.29901%	\$ 951,788.37
6	018-366-864	XI RUN ZHU and MAN WEN CHEN	3372 Van Ness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
7	018-366-872	VAN QUANG VU and HOA NGUYEN	3374 Van Ness Ave., Vancouver BC V5R 5A8	1,020	2.29451%	577,000 \$ 949,925.77
8	018-366-881	PEGGY TONG	3376 Van Ness Ave., Vancouver BC V5R 5A8	921	2.07180%	579,000 \$ 857,727.09
9	018-366-899	KENNETH KWOK YING CHAN and MEI LIN YUEN CHAN	1996 Campbell Ave. Port Coquitlam BC V3C 4T2	526	1.18325%	605,600 \$ 489,869.68
10	018-366-902	CHE WING CHAN and YAT SIN WONG	4738 Bruce Street Vancouver BC V5N 3Z6	725	1.63090%	818,400 \$ 675,192.33
11	018-366-911	0837963 BC LTD	3384 Van Ness Ave., Vancouver BC V5R 5A8	743	1.67139%	814,000 \$ 691,955.73
12	018-366-929	CALVIN LOUIE and GRACE LOUIE	5243 Christopher Court Burnaby BC V5H 2K3	561	1.26188%	\$ 522,459.17
13	018-366-937	JASON CHAN	302 - 3380 Van Ness Ave., Vancouver BC V5R 6B8	550	1.23723%	\$ 512,214.87
14	018-366-945	KIM TENG TAY and JET FAH CHAI	303 - 3380 Van Ness Ave., Vancouver BC V5R 6B8	504	1.13376%	\$ 469,375.08
15	018-366-953	SEAN ANTHONY MCKEE	7348 144 Street Surrey BC V3W 5S5	495	1.11351%	\$ 460,993.39

Strata Lot No.	PID*	Registered Owner	Postal Address, Unit No.	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Destruction (%)	Share of Gross Sale Proceeds (less wind up costs)
16	018-366-961	WAI HO JOHNNY CHAN, IRENE PUI CHING CHAN, PUI MAN LEE, and JIMMY WAI KEUNG CHAN	1386 East 54th Avenue Vancouver BC V5X 1M4	518	1.16525%	\$ 482,413.28
17	018-366-970	MICHELE BENITEZ	306 - 3380 Vanness Ave., Vancouver BC V5R 6B8	550	1.23723%	\$ 512,214.87
18	018-366-988	VICTOR CORTERO HALLARE and AIDA BERCE HALLARE	401 - 3380 Vanness Ave., Vancouver BC V5R 6B8	528	1.18774%	\$ 491,726.28
19	018-366-996	CELINE YVONNE DIAMOND	402 - 3380 Vanness Ave., Vancouver BC V5R 6B8	564	1.26873%	\$ 525,253.07
20	018-367-003	ANGELITA LOPEZ FERRER	403 - 3380 Vanness Ave., Vancouver BC V5R 6B8	509	1.14500%	\$ 474,031.58
21	018-367-011	LAI KWAN YUEN	404 - 3380 Vanness Ave., Vancouver BC V5R 6B8	571	1.28447%	\$ 531,772.17
22	018-367-020	YUFU LI	405 - 3380 Vanness Ave., Vancouver BC V5R 6B8	541	1.21899%	\$ 503,833.18
23	018-367-038	HENRY ROMERO CABANIZAS and PRECILDA PADILLO CABANIZAS	406 - 3380 Vanness Ave., Vancouver BC V5R 6B8	564	1.26873%	\$ 525,253.07
24	018-367-046	ROMAN ALEJANDRO CHIANG and TAK IN LAO	501 - 3380 Vanness Ave., Vancouver BC V5R 6B8	580	1.30472%	\$ 540,153.87
25	018-367-054	HAI MIING WU	502 - 3380 Vanness Ave., Vancouver BC V5R 6B8	586	1.31822%	\$ 545,741.67
26	018-367-062	DAVID CLYDE MANGELSDORF	503 - 3380 Vanness Ave., Vancouver BC V5R 6B8	526	1.16325%	\$ 489,863.68
27	018-367-071	JULIUS CAJETAN DE SILVA, ENAKSHI PATRO, and JOSEPH PETER D'SILVA	504 - 3380 Vanness Ave., Vancouver BC V5R 6B8	610	1.37220%	\$ 568,092.86
28	018-367-089	CHUK CHUEN LEUNG	505 - 3380 Vanness Ave., Vancouver BC V5R 6B8	556	1.25073%	\$ 517,802.67
29	018-367-097	MERLITA SOSA	506 - 3380 Vanness Ave., Vancouver BC V5R 6B8	586	1.31822%	\$ 545,741.67
30	018-367-101	FERDINAND MAGALUED AQUINO and JOCELYN BAMBALAN AQUINO	601 - 3380 Vanness Ave., Vancouver BC V5R 6B8	647	1.45544%	\$ 602,550.95
31	018-367-119	AIGUO XU and XUEYING YANG	602 - 3380 Vanness Ave., Vancouver BC V5R 6B8	605	1.38006%	\$ 563,436.36

Strata Lot No.	PID*	Registered Owner	Postal Address, Unit No.	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Destruction (%)	Share of Gross Sale Proceeds (less wind up costs)
32	018-367-127	SEIICHIRO TAMURA	2-14-5 Keyakizaka Kawanishi City, Japan 666-0145	554	1.24823%	\$ 515,940.07
33	018-367-135	LI WEI ZHU	604 - 3380 Vanness Ave., Vancouver BC V5R 6B8	640	1.43969%	\$ 596,031.85
34	018-367-143	TOMMY JIAN QIANG ZHOU	5894 Battison Street Vancouver BC V5R 4M8	576	1.29572%	\$ 536,428.67
35	018-367-151	0753861 B.C. LTD.	742 E. Cordova Street Vancouver BC V6A 1M3	605	1.36096%	\$ 563,436.36
36	018-367-160	CYNTHIA PARONABLE GUILLERGAN	701 - 3380 Vanness Ave., Vancouver BC V5R 6B8	668	1.50288%	\$ 622,108.25
37	018-367-178	MARILYN MAISO TAGAB	702 - 3380 Vanness Ave., Vancouver BC V5R 6B8	624	1.40370%	\$ 581,131.06
38	018-367-186	ZAKIA SAAD	703 - 3380 Vanness Ave., Vancouver BC V5R 6B8	572	1.28672%	\$ 532,703.47
39	018-367-194	CARLOS JESUS CORDEIRO	704 - 3380 Vanness Ave., Vancouver BC V5R 6B8	656	1.47568%	\$ 610,932.65
40	018-367-208	CHITRA SURYAKUMAR	705 - 3380 Vanness Ave., Vancouver BC V5R 6B8	595	1.33846%	\$ 554,123.36
41	018-367-216	DANIEL AGCAOILI and MARYANN AGCAOILI	706 - 3380 Vanness Ave., Vancouver BC V5R 6B8	624	1.40370%	\$ 581,131.06
42	018-367-224	BENJAMIN ABENOJAR PERALTA and FEBE PACLIBARE PERALTA	801 - 3380 Vanness Ave., Vancouver BC V5R 6B8	690	1.55217%	\$ 642,596.84
43	018-367-232	ELSIE MARAYAG and REYNALDO LUCAS MARAYAG	802 - 3380 Vanness Ave., Vancouver BC V5R 6B8	640	1.43969%	\$ 596,031.85
44	018-367-241	CHIU KWAN HON	803 - 3380 Vanness Ave., Vancouver BC V5R 6B8	582	1.30922%	\$ 542,016.47
45	018-367-259	YEUK CHING HO	804 - 3380 Vanness Ave., Vancouver BC V5R 6B8	659	1.48243%	\$ 613,726.55
46	018-367-267	NADER PARANDAKHTEH	805 - 3380 Vanness Ave., Vancouver BC V5R 6B8	605	1.36096%	\$ 563,436.36
47	018-367-275	JENNIFER REED and TIMOTHY JOEL OSIER	806 - 3380 Vanness Ave., Vancouver BC V5R 6B8	640	1.43969%	\$ 596,031.85
48	018-367-283	FLORINA BELEY TOBIAS	901 - 3380 Vanness Ave., Vancouver BC V5R 6B8	711	1.59941%	\$ 662,154.14
49	018-367-291	KIT FONG LEE	902 - 3380 Vanness Ave., Vancouver BC V5R 6B8	659	1.48243%	\$ 613,726.55
50	018-367-305	MILA SAVITSKI	903 - 3380 Vanness Ave., Vancouver BC V5R 6B8	590	1.32721%	\$ 549,466.86

Strata Lot No.	PID*	Registered Owner	Postal Address, Unit No.	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Destruction (%)	Share of Gross Sale Proceeds (less wind up costs)
51	018-367-313	WEI LIU and YAN HONG XIE	904 - 3380 Vanness Ave., Vancouver BC V5R 6B8	692	1.56667%	\$ 644,459.44
52	018-367-321	LETECIA MARZAN BANTA and NOEL BANTA BANTA	905 - 3380 Vanness Ave., Vancouver BC V5R 6B8	622	1.39920%	\$ 579,268.46
53	018-367-330	YICK KAM CHAN and YIN BING CHAN	906 - 3380 Vanness Ave., Vancouver BC V5R 6B8	637	1.43294%	\$ 593,237.95
54	018-367-348	ANDREW KWOK KOO CHEUNG and PEARL CHEUNG	1001 - 3380 Vanness Ave., Vancouver BC V5R 6B8	725	1.63090%	\$ 675,197.33
55	018-367-356	HA DANG	1002 - 3380 Vanness Ave., Vancouver BC V5R 6B8	678	1.52517%	\$ 631,421.24
56	018-367-364	BRIAN YAN MUK	1003 - 3380 Vanness Ave., Vancouver BC V5R 6B8	613	1.37895%	\$ 570,886.76
57	018-367-372	TERESA LOUISE DIRKS and DOUGLAS JOHN DIRKS	1004 - 3380 Vanness Ave., Vancouver BC V5R 6B8	705	1.58591%	\$ 656,566.34
58	018-367-381	VIVIAN WAI BLAKER	1005 - 3380 Vanness Ave., Vancouver BC V5R 6B8	649 639	1.43744%	\$ 595,100.55
59	018-367-399	HARINDER SINGH KHANGURA	1006 - 3380 Vanness Ave., Vancouver BC V5R 6B8	687 678	1.52517%	\$ 631,421.24
60	018-367-402	PETER BYRNE and ANN BYRNE	1101 - 3380 Vanness Ave., Vancouver BC V5R 6B8	1339 1,376	3.09533% ✓	\$ 1,281,468.48
61	018-367-411	JAMES JOSEPH RENNIE and LEONE MICHELLE PAYSON	1102 - 3380 Vanness Ave., Vancouver BC V5R 6B8	1282 1,317	2.96261%	\$ 1,226,521.80
62	018-367-429	SIMON DAVISON	1103 - 3380 Vanness Ave., Vancouver BC V5R 6B8	1282 1,317	2.96261%	\$ 1,226,521.80
63	018-367-437	SEAN DIMITRIE	1104 - 3380 Vanness Ave., Vancouver BC V5R 6B8	1339 1,376	3.09533% ✓	\$ 1,281,468.48
TOTAL:				44454	100.00000%	\$ 41,400,000.00

*Strata Lot as noted in Column A, District Lot 37, Strata Plan LMS 992 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

Interest Schedule - Part 2

Chargeholders

The Strata Corporation does not owe any money outside of Ordinary Course Expenses, such as property management, hydro etc., which amounts are paid on an ongoing basis out of the operating fund as they come due.

Registered Charges Against Common Property

Name of Holder of Registered Charge	Postal Address of Holder of Registered Charge
N/A	N/A

Registered Charges Against the Strata Lots

Strata Lot No.	PID	Registered Chargeholder	Postal Address of Holder of Registered Charge	Interest for Registered Chargeholders	Estimate Value based on Stated Principal Amount of Registered Mortgages
1	018-366-813	N/A	N/A	N/A	N/A
2	018-366-821	N/A	N/A	N/A	N/A
3	018-366-830	The Bank of Nova Scotia (Mortgage filed under CA4263614)	#9 - 4299 Kingsway, Burnaby, BC V5H 1Z5	Interest Rate not Available	Principal Amount not Available
4	018-366-848	Canadian Imperial Bank of Commerce (Mortgage filed under CA6453732)	PO Box 115 Commerce Court Postal Stn., Toronto, ON M5L 1E5	Prime Rate plus 6% per annum	\$ 700,000.00
5	018-366-856	Canadian Imperial Bank of Commerce (Mortgage filed under BB202153)	6011 No. 3 Road, Richmond, BC V6Y 2B2	Prime Rate plus 6% per annum	\$ 150,000.00
		CIBC Mortgages Inc. (Mortgage filed under CA1911373)	5th Floor, 400 Burrard Street, Vancouver, BC V6C 3A6	3.350%	\$ 201,000.00
6	018-366-864	The Toronto-Dominion Bank (Mortgage Filed under BB1251258)	500 Edmonton City Centre East, Edmonton, AB T5J 5E8	Mortgage Prime Rate minus 0.300% per annum	\$ 315,000.00

Strata Lot No.	PID	Registered Chargeholder	Postal Address of Holder of Registered Charge	Interest for Registered Chargeholders	Estimate Value based on Stated Principal Amount of Registered Mortgages
7	018-366-872	Canadian Imperial Bank of Commerce (Mortgage filed under CA5008718)	100 University Avenue, 3rd Floor, Toronto, ON M5J 2X4	Prime Rate plus 6% per annum	\$ 525,000.00
8	018-366-881	N/A	N/A	N/A	N/A
9	018-366-899	N/A	N/A	N/A	N/A
10	018-366-902	N/A	N/A	N/A	N/A
11	018-366-911	North Shore Credit Union (Mortgage filed under CA972195)	#203 - 1111 Lonsdale Avenue, North Vancouver, BC V7M 2H4	6.70% per annum	\$ 280,000.00
		North Shore Credit Union (Assignment of Rents filed under CA972196)	#203 - 1111 Lonsdale Avenue, North Vancouver, BC V7M 2H4		
12	018-366-929	N/A	N/A	N/A	N/A
13	018-366-937	Vancouver City Savings Credit Union (Mortgage filed under CA4475774)	3305 Kingsway, Vancouver, BC V5R 5K6	Interest Rate not Available	Principal Amount not Available
14	018-366-945	N/A	N/A	N/A	N/A
15	018-366-953	N/A	N/A	N/A	N/A
16	018-366-961	N/A	N/A	N/A	N/A
17	018-366-970	ING Bank of Canada (Mortgage filed under BT398320 and transfer number BB149533)	3389 Steeles Avenue East 6th, Toronto, ON	5.63% per annum	\$68,000.00
18	018-366-988	Royal Bank of Canada (Mortgage filed under CA2879480)	180 Wellington Street West, Toronto, ON M5J 1J1	Prime Rate plus 7% per annum	\$ 309,600.00
19	018-366-996	Canadian Imperial Bank of Commerce (Mortgage filed under BB390033)	1427 Kingsway, Vancouver, BC V5N 2R6	Prime Rate plus 6% per annum	\$ 35,000.00
20	018-367-003	Royal Bank of Canada (Mortgage filed under CA3294531)	10 York Mills Road, 3rd Floor, Toronto, ON M2P 0A2	Prime Rate plus 7% per annum	\$ 255,000.00
21	018-367-011	HSBC Bank Canada (Mortgage filed under CA432163)	11th Floor, 401 West Georgia Street, Vancouver, BC V6B 5A1	Prime Rate plus 3% per annum	\$ 215,000.00
22	018-367-020	N/A	N/A	N/A	N/A
23	018-367-038	Royal Bank of Canada (Mortgage filed under BB1326675)	180 Wellington Street West, Toronto, ON M5J 1J1	Prime Rate plus 7% per annum	\$ 250,000.00
24	018-367-046	N/A	N/A	N/A	N/A
25	018-367-054	N/A	N/A	N/A	N/A
26	018-367-062	N/A	N/A	N/A	N/A
27	018-367-071	The Toronto-Dominion Bank (Mortgage filed under CA2019095)	500 Edmonton City Centre East, Edmonton, AB T5J 5E8	Prime Rate plus 10% per annum	\$ 350,000.00
28	018-367-089	N/A	N/A	N/A	N/A

Strata Lot No.	PID	Registered Chargeholder	Postal Address of Holder of Registered Charge	Interest for Registered Chargeholders	Estimate Value based on Stated Principal Amount of Registered Mortgages
29	018-367-097	Royal Bank of Canada (Mortgage filed under B9681454)	180 Wellington Street West, Toronto, ON M5J 1J1	5.200% per annum	\$ 267,546.00
30	018-367-101	The Toronto-Dominion Bank (Mortgage filed under CA3479989)	500 Edmonton City Centre East, Edmonton, AB T5J 5E8	Prime Rate plus 10% per annum	\$ 266,482.13
31	018-367-119	N/A	N/A	N/A	N/A
32	018-367-127	N/A	N/A	N/A	N/A
33	018-367-135	N/A	N/A	N/A	N/A
34	018-367-143	Vancouver City Savings Credit Union (Mortgage filed under CA6004584)	188 East Pender Street, Vancouver, BC V6A 1T3	Interest Rate not Available	Principal Amount not Available
35	018-367-151	CIBC Mortgages Inc. (Mortgage filed under 881096865)	400 Burrard Street, 5th Floor, Vancouver, BC V6C 3A6	2.750% per annum	\$ 171,280.00
		CIBC Mortgages Inc. (Assignment of Rents filed under 881096866)	400 Burrard Street, 5th Floor, Vancouver, BC V6C 3A6	N/A	N/A
36	018-367-160	Scotia Mortgage Corporation (Mortgage filed under CA3465562)	6498 Fraser Street, Vancouver, BC V5W 3A5	3.45% per annum	\$ 278,195.62
37	018-367-178	First National Financial GP Corporation (Mortgage filed under CA3837762)	100 University Avenue, Suite 700, North Tower, Toronto, ON M5J 1V6	2.990% per annum	\$ 253,604.59
		Jason Sullano Asst aka Jason Ash (Certificate of Pending Litigation filed under CA6923643)	303-460 East 15th Avenue, Vancouver, BC V5T 2R4		
38	018-367-186	N/A	N/A	N/A	N/A
39	018-367-194	Canadian Imperial Bank of Commerce (Mortgage filed under CA2986966)	4101 Hastings Street, Burnaby, BC V5C 2J3	Prime Rate plus 6% per annum	\$ 300,000.00
40	018-367-208	Scotia Mortgage Corporation (Mortgage filed under CA5112173)	1 West Broadway, Vancouver, BC V5Y 1P1	2.99%	\$ 147,500.00
41	018-367-216	North Shore Credit Union (Mortgage filed under 88838173)	1100 Lonsdale Avenue, North Vancouver, BC V7M 2H3	5% per annum in excess of the Prime Lending Rate	Principal Amount not Available
42	018-367-224	Westminster Savings Credit Union (Mortgage filed under CA6389937)	101 - 12181 Harris Road, Pitt Meadows, BC V3Y 2E9	Prime + 7% per annum	\$ 630,000.00
43	018-367-232	CIBC Mortgages Inc. (Mortgage filed under CA3478123)	1745 West 8th Avenue - Level B1, Vancouver, BC V6J 4T3	3.490% per annum	\$ 234,270.00
44	018-367-241	N/A	N/A	N/A	N/A
45	018-367-259	N/A	N/A	N/A	N/A
46	018-367-267	Computershare Trust Company of Canada (Mortgage filed under CA711670 and transfer number of CA3002822)	100 University Avenue, Suite 700, North Tower, Toronto, ON M5J 1V6	Prime rate less 0.50% per annum	\$ 290,987.25
47	018-367-275	Royal Bank of Canada (Mortgage filed under BA338895)	180 Wellington Street West, Toronto, ON M5J 1J1	Royal Bank Prime Plus 7.000% per annum	\$ 200,000.00

Strata Lot No.	PID	Registered Chargeholder	Postal Address of Holder of Registered Charge	Interest for Registered Chargeholders	Estimate Value based on Stated Principal Amount of Registered Mortgages
48	018-367-283	Royal Bank of Canada (Mortgage filed under BB1094914)	180 Wellington Street West, Toronto, ON M5J 1J1	Royal Bank Prime Plus 7.000% per annum	\$ 310,000.00
49	018-367-291	Canadian Imperial Bank of Commerce (Mortgage filed under CA3107184)	501 Main Street, Vancouver, BC V6A 2V2	Prime Rate plus 6% per annum	\$ 250,000.00
50	018-367-305	The Toronto-Dominion Bank (Mortgage filed under CA1959129 and transfer no. CA2804810)	500 Edmonton City Centre East, 10205 - 101 Street, 5th Floor, Edmonton, AB T5J 5E8	Prime minus 0.40% per annum	\$ 135,500.00
51	018-367-313	Computershare Trust Company of Canada (Mortgage filed under 881672123 and transfer no. of CA2138165)	c/o First National Financial GP Corporation 100 University Avenue, Suite 700, North Tower, Toronto, ON M5J 1V6	Prime rate less 0.60% per annum	\$ 200,000.00
52	018-367-321	Royal Bank of Canada (Mortgage filed under CA7110616)	10 York Mills Road, 3rd Floor, Toronto, ON M2P 0A2	Royal Bank Prime Plus 7.000% per annum	\$ 350,000.00
53	018-367-330	The Bank of Nova Scotia (Mortgage filed under CA3104397)	101 - 268 Keefer Street, Vancouver, BC V6A 1X5	Interest Rate not Available	Principal Amount not Available
54	018-367-348	The Toronto-Dominion Bank of Canada (Mortgage filed under BA484876)	2198 West 41st Avenue, Vancouver, BC, V6M 1Z1	Bank prime rate plus 5.0000% per annum	\$ 117,000.00
55	018-367-356	N/A	N/A	N/A	N/A
56	018-367-364	National Bank of Canada (Mortgage filed under CA8063355)	500 Place D'Armes, 22nd Floor, Montreal, QC, H2Y 2W3	Interest Rate not Available	\$ 223,600.00
57	018-367-372	Canadian Imperial Bank of Commerce (Mortgage filed under CA6476812)	Box 115, Commerce Court Postal Station, Toronto, ON M5L 1E5	CIBC Prime Rate plus 6% per annum	\$ 656,500.00
58	018-367-381	N/A	N/A	N/A	N/A
59	018-367-399	B2B Bank (Mortgage filed under CA5787704)	PO Box 279 Stn. Commerce Court, 600 - 199 Bay Street, Toronto, ON M5L 0A2	3.79000%	\$ 80,000.00
60	018-367-402	The Toronto-Dominion Bank (Mortgage filed under CA2401284)	500 Edmonton City Centre East, 10205 - 101 Street, 5th Floor, Edmonton, AB T5J 5E8	Prime rate plus 10.000% per annum	\$ 324,000.00
61	018-367-411	Computershare Trust Company of Canada (Mortgage filed under CA4098217)	c/o First National Financial LP Corporation 100 University Avenue, Suite 700, North Tower, Toronto, ON M5J 1V6	2.890% per annum	\$ 426,800.00
62	018-367-429	The Bank of Nova Scotia (Mortgage filed under CA4816000)	1 West Broadway, Vancouver, BC V5Y 1P1	Prime rate plus 10.00% per annum	Principal Amount not Available
63	018-367-437	The Toronto-Dominion Bank (Mortgage filed under CA195951)	237-610 6th Street, New Westminster, BC V3L 5V1	5.15% per annum	\$ 225,000.00

Strata Lot No.	PID	Registered Chargeholder	Postal Address of Holder of Registered Charge	Interest for Registered Chargeholders	Estimate Value based on Stated Principal Amount of Registered Mortgages
		The Toronto-Dominion Bank (Mortgage filed under BB979147)	500, 10004 Jasper Ave., Edmonton, AB T5J 1R3	Prime rate plus 5.000% per annum	\$ 565,000.00
		Celia Chartier Chancy (Caveat filed under CA1694763)	2965 West 36th Avenue, Vancouver, BC V6N 2R2		
		Celia Chartier Chancy (Certificate of Pending Litigation filed under BB1711628)	2965 West 36th Avenue, Vancouver, BC V6N 2R2		

This is Exhibit " J " referred to in the
affidavit of Kenneth Kwok Ying Chen
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

3378 VANNESS AVE VANCOUVER V5R 5A8

Area-Jurisdiction-Roll: 09-200-023-718-303-76-0009



Total value **\$605,600**

2021 assessment as of July 1, 2020

Previous year value \$605,700

Property information

Year built	1993
Description	Strata General Commercial
Bedrooms	
Baths	
Carports	
Garages	
Land size	
First floor area	
Second floor area	
Basement finish area	
Strata area	675
Building storeys	1
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

Strata Lot 9 Plan LMS092 District Lot 37 Land District 36
UNDIV 624/44454 SHARE IN COM PROP THEREIN
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: 018-366-899

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



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

This is Exhibit " K " referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November, A.D. 2021

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

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE



MLS* NO.: C8038390

DATE: June 21 2021

PAGE 1 of 1 PAGES

RE: ADDRESS..... 3378 VANNESS Vancouver BC V5R 5A8

STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN 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

PID: 018-366-899

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 15 2021

MADE BETWEEN WESTCOAST SUNSET HOLDINGS CORPORATION AS BUYER, AND

Kenneth Kwok Ying CHAN Mei Lin Yuen CHAN AS SELLER AND COVERING

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

REZONING and PERMITS:

Subject to the Buyer receiving and acquiring by September 17th, 2021:

Was July 22 / 2021 or 4 weeks.

A. Receipt of conditional approval: City of Vancouver must rezone for cannabis retail and LCRB must issue conditional approval for a license.

B. Acquiring all building permit and operating licenses through the City of Vancouver, and for use and operation as a cannabis retail store. This is for the sole benefit of the Buyer.

WITNESS

WITNESS

WITNESS

WITNESS

DocuSigned by:
X Mei Lin Yuen Chan
BUYER 01F5EA78E8804CB
X
BUYER
X
SELLER
X
SELLER

WESTCOAST SUNSET HOLDINGS CORPORATION
PRINT NAME

PRINT NAME

Kenneth Kwok Ying CHAN
PRINT NAME

Mei Lin Yuen CHAN
PRINT NAME

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



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8038390

DATE: June 21 2021

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

PART 1 - INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage Oakwyn Realty Ltd.		
1.2	Brokerage Address 3195 Oak Street	Vancouver	BC V6K2L2
1.3	REALTOR®'s Name Cale Simpson	Phone No. (604) 620-6788	
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address calesimpson@oakwyn.com	Fax No. (604) 620-7970	
1.6	Brokerage Phone No. (604) 620-6788	Fax No. (604) 620-7970	
2. Parties to the Contract			
2.1	Seller <u>Kenneth Kwok Ying CHAN</u> Seller <u>Mei Lin Yuen CHAN</u>		
2.2	Seller's Address 3378 VANNESS	Vancouver	BC V5R 5A8
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer <u>WESTCOAST SUNSET HOLDINGS CORPORATION</u> Buyer _____		
2.8	Buyer's Address		
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No.	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property 3378 VANNESS	Vancouver	BC V5R 5A8
3.2	Legal Description of Property STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN 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 018-366-899			
4. Purchase Price			
4.1	\$ 1,100,000.00		Clause 14
One Million One Hundred Thousand		Dollars	

INITIALS

ND			
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3378 VANNESS

Vancouver

BC V5R 5A8

PAGE 2 of 6 PAGES

PROPERTY ADDRESS

5. Deposit		Clause	
5.1	Deposit To Be Provided By The Following Date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> Date _____ <input checked="" type="checkbox"/> other <u>within 24hrs of subject removal via bank draft</u>	15	
5.2	Amount of Deposit \$ <u>60,000.00</u> <u>WAS \$5,000</u> Sixty Thousand	15	
5.3	Deposit To Be Paid In Trust To <u>Oakwyn Realty Ltd.</u>	15	
6. Completion Date			
6.1	Completion Date <u>September 30 2021</u> <u>WAS JULY 29</u>	17	
7. Possession Date			
7.1	Possession Date <u>July 23 2021</u> <u>WAS JULY 30</u>	18	
7.2	Vacant Possession Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	18	
7.3	All Existing Tenancies Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
8. Adjustment Date			
8.1	Adjustment Date <u>October 01 2021</u> <u>WAS JULY 30</u>	19	
9. Viewing Date			
9.1	Viewing Date <u>n/a</u>	21	
10. Agency Disclosure			
10.1	Seller's Designated Agent REALTOR® <u>Patsy Hui</u> REALTOR® _____ Brokerage <u>RE/MAX Westcoast</u>	38A	
10.2	Buyer's Designated Agent REALTOR® <u>Cale Simpson</u> REALTOR® _____ Brokerage <u>Oakwyn Realty Ltd.</u>	38B	
10.3	Limited Dual Agency Designated Agent REALTOR® _____ REALTOR® _____ Brokerage _____	38C	
10.4	Date of Limited Dual Agency Agreement	38C	
11. Acceptance			
11.1	Offer Open Until Date <u>June 23 2021</u> Time <u>7</u> o'clock <u>p.</u> m	43	
12. Schedules			
15	Deposit	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	15
16A	Buyer's Conditions	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
16B	Seller's Conditions	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	16
18	Accepted Tenancies	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20
20B	Excluded Items	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20
22	Additional Permitted Encumbrances	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	22
23	Additional Seller's Warranties and Representations	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	24
41	Additional Terms	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	41

INITIALS

<u>ND</u>			
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PROPERTY ADDRESS

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, 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 the date specified in Clause 8.1 (the "Adjustment Date").
- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. 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 the date specified in Clause 9.1.

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PROPERTY ADDRESS

- 22. 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, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
- 23. ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27. A. 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: (A) 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); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. TIME:** 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 Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. 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.
- 31. 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.

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- 32. 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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. 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.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. 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 "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - 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.
- 38. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

- A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

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INITIALS

- B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

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INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are

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PROPERTY ADDRESS

licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

INITIALS	

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

INITIALS	

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

- 39. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(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.
- 40. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified, for the Buyer to either:
- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.
- 40. A. 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.
- 41. ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
- 42. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 43. OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

WITNESS

WITNESS

DocuSigned by:



BUYER

SEAL

WESTCOAST SUNSHINE HOLDINGS CORPORATION
PRINT NAMEX
BUYER

SEAL

PRINT NAME

- 44. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash 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 _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS	

NON-RESIDENT OF CANADA

INITIALS	

as defined under the *Income Tax Act*.

WITNESS

WITNESS

X
SELLER

SEAL

Kenneth Kwok Ying CHAN
PRINT NAMEX
SELLER

SEAL

Mei Lin Yuan CHAN
PRINT NAME

*PREC represents Personal Real Estate Corporation

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

BC 2063 REV. SEPT 2020

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CREA WEBForm®

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - a. The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - b. The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - c. The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - d. The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

While it is possible to have a Saturday or Sunday 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:** (Clauses 7.1 and 18) The Buyer should make arrangements through the REALTOR® for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The Buyer and Seller should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 22) 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 Clause 22 and Schedule 22, 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.
7. **CUSTOMARY COSTS:** (Clause 31) 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:
 - discharge fees charged by encumbrance holders, [KC] [MC]
 - prepayment penalties.
 Real Estate Commission (plus GST).
 Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
 - searching title,
 - investigating title,
 - drafting documents.
 Land Title Registration fees.
 Survey Certificate (if required).
 Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.
 - appraisal (if applicable).
 Land Title Registration fees.
 Fire Insurance Premium.
 Sales Tax (if applicable). [14]
 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 Clause 19.

8. **RISK:** (Clause 32) The Buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the Completion Date. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:
 - a building under construction
 - an operating business with or without employees being hired
 - a sale and purchase of shares in the owner of the Property
 - the purchase of a leasehold interest
 - other special circumstances
 additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8038390DATE: June 22 2021

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

PART 1 - INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage <u>Oakwyn Realty Ltd.</u>		
1.2	Brokerage Address <u>3195 Oak Street</u>	<u>Vancouver</u>	<u>BC V6H2L2</u>
1.3	REALTOR®'s Name <u>Cale Simpson</u>	Phone No. <u>(604) 620-6788</u>	
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address <u>calesimpson@oakwyn.com</u>	Fax No. <u>(604) 620-7970</u>	
1.6	Brokerage Phone No. <u>(604) 620-6788</u>	Fax No. <u>(604) 620-7970</u>	
2. Parties to the Contract			
2.1	Seller <u>Kenneth Kwok Ying CHAN</u>		
	Seller <u>Mei Lin Yuen CHAN</u>		
2.2	Seller's Address <u>3378 VANNESS</u>	<u>Vancouver</u>	<u>BC V5R 5A8</u>
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer <u>WESTCOAST SUNSET HOLDINGS CORPORATION</u>		
	Buyer _____		
2.8	Buyer's Address		
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No.	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property <u>3378 VANNESS</u>	<u>Vancouver</u>	<u>BC V5R 5A8</u>
3.2	Legal Description of Property <u>STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN 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</u>		
	PID <u>018-366-899</u>		
4.	Purchase Price	\$1,100,000.00	Clause
4.1	One Million One Hundred Thousand		14
		Dollars	

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3378 VANNESS

Vancouver

BC V5R 5A8 PAGE 2 of 6 PAGES

PROPERTY ADDRESS

5.	Deposit	Clause
5.1	Deposit To Be Provided By The Following Date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> Date _____ <input checked="" type="checkbox"/> other <u>Within 24hrs of subject removal via bank draft</u>	15
5.2	Amount of Deposit \$ <u>60,000.00</u> <u>Sixty Thousand</u>	15
5.3	Deposit To Be Paid In Trust To <u>Oakwyn Realty Ltd.</u>	15
6.	Completion Date <u>11</u> [KC] [MC] [AD]	
6.1	Completion Date <u>August 26, 2021</u>	17
7.	Possession Date <u>August 19th 2021</u> [KC] [MC] [AD]	
7.1	Possession Date <u>July 22 2021</u>	18
7.2	Vacant Possession Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	18
7.3	All Existing Tenancies Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
8.	Adjustment Date <u>12</u> [KC] [MC] [AD]	
8.1	Adjustment Date <u>August 19th 2021</u>	19
9.	Viewing Date	
9.1	Viewing Date <u>n/a</u>	21
10.	Agency Disclosure	
10.1	Seller's Designated Agent REALTOR@ <u>Patsy Hui</u> REALTOR@ _____ Brokerage <u>RE/MAX Westcoast</u>	38A
10.2	Buyer's Designated Agent REALTOR@ <u>Cale Simpson</u> REALTOR@ _____ Brokerage <u>Oakwyn Realty Ltd.</u>	38B
10.3	Limited Dual Agency Designated Agent REALTOR@ _____ REALTOR@ _____ Brokerage _____	38C
10.4	Date of Limited Dual Agency Agreement	38C
11.	Acceptance	
11.1	Offer Open Until - Date <u>June 25 2021</u> Time <u>7</u> o'clock <u>p.</u> m	43
12.	Schedules	
15	Deposit [KC] [MC] [AD] Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	15
16A	Buyer's Conditions [KC] [MC] [AD] Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
16B	Seller's Conditions <u>1 page of Contract of Purchase and Sale for Commercial Real Estate Schedule</u> Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	16
18	Accepted Tenancies Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> [KC] 20 [AD]	20
20B	Excluded Items Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> [MC] 20 [AD]	20
22	Additional Permitted Encumbrances Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> [MC] 22 [AD]	22
23	Additional Seller's Warranties and Representations Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	24
41	Additional Terms Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	41

INITIALS

[AD] [KC] [MC]

PROPERTY ADDRESS

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, 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 the date specified in Clause 8.1 (the "Adjustment Date").
- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. 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 the date specified in Clause 9.1.

INITIALS

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PROPERTY ADDRESS

- 22. 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, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
- 23. ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27. A. 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: (A) 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); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. TIME:** 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 Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. 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.
- 31. 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.

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PROPERTY ADDRESS

- 32. 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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. 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.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. 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 "REALTOR@'(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR@s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described 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.

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

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INITIALS

- A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR@s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

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INITIALS

- B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR@s specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

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INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR@s specified in Clause 10.3 who is/are

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PROPERTY ADDRESS

licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

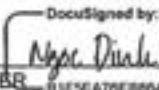


INITIALS	

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

INITIALS	

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

- 39. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(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.
- 40. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified, for the Buyer to either:
- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.
- 40. A. 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.
- 41. ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
- 42. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 43. OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

_____ WITNESS	DEF: X	DocuSigned by:  BUYER 81F3EAT0E8804CB		WESTCOAST SUNSET HOLDINGS CORPORATION PRINT NAME
_____ WITNESS	X	BUYER		_____ PRINT NAME

- 44. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash 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 06/24/2021, yr. _____

The Seller declares their residency:



RESIDENT OF CANADA

KC	MC
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 INITIALS NON-RESIDENT OF CANADA

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 INITIALS as defined under the *Income Tax Act*.

_____ WITNESS	X	AuthentiSign Kenneth Kwok Ying CHAN SELLER 81F3EAT0E8804CB 06/24/2021 1:36:16 AM PDT		Kenneth Kwok Ying CHAN PRINT NAME
_____ WITNESS	X	Mei Lin Yuen CHAN SELLER		Mei Lin Yuen CHAN PRINT NAME

*PREC represents Personal Real Estate Corporation

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

BC 2053 REV. SEPT 2020

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CREA WEBForms®

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE



MLS# NO.: C8038390

DATE: June 22 2021

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RE: ADDRESS 3378 VANNESS Vancouver BC V5R 5A8

STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE
IN COM PROP THEREIN 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

PID: 018-366-899

AD KC MC
22nd

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June ~~16~~ 2021

MADE BETWEEN WESTCOAST SUNSET HOLDINGS CORPORATION AS BUYER, AND

Kenneth Kwok Ying CHAN Mei Lin Yuen CHAN AS SELLER AND COVERING

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

REZONING and PERMITS:

Subject to the Buyer receiving and acquiring by August ~~27th~~ ⁵ 2021: KC MC AD

- A. Receipt of conditional approval: City of Vancouver must rezone for cannabis retail and LCRB must issue conditional approval for a license.
- B. Acquiring all building permit and operating licenses through the City of Vancouver, and for use and operation as a cannabis retail store. This is for the sole benefit of the Buyer.

Seller will send the Buyer the Tenant Agreement within 24 hours after acceptance of this offer.

WITNESS

WITNESS

WITNESS

WITNESS

DocuSigned by:
per: X Agnes Dinkel 
BUYER 01F5EA78E8884CB

X Authentic 
BUYER

X Kenneth Kwok Ying CHAN 
SELLER Agnes Dinkel 6/22/2021 1:42:53 AM PDT

X Mei Lin Yuen CHAN 
SELLER Agnes Dinkel 6/24/2021 1:37:40 AM PDT

WESTCOAST SUNSET HOLDINGS CORPORATION
PRINT NAME

PRINT NAME

Kenneth Kwok Ying CHAN
PRINT NAME

Mei Lin Yuen CHAN
PRINT NAME

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

September 16, 2021

Addendum the dates on Buy and Sale contract

ID : DAF2DBD5-07E1-4190-8336-8BADC955F0AC

MLS No. C8038390 Date September 16, 2021

Details:

1. The Buyer and Seller both agreed to extend the Subject Removal date **from September 16, 2021 to October 15, 2021**
2. The Buyer and Seller agree to change the Completion date **from September 24, 2021 to October 25, 2021.**
3. Possession and Adjustment date change **from September 25, 2021 to October 26, 2021**
4. All other terms and condition remain the same, and time will continue to be of essence

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - a. The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - b. The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - c. The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - d. The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

While it is possible to have a Saturday or Sunday 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:** (Clauses 7.1 and 18) The Buyer should make arrangements through the REALTOR® for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The Buyer and Seller should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 22) 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, other than those listed in Clause 22 and Schedule 22, 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.
7. **CUSTOMARY COSTS:** (Clause 31) 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:

- discharge fees charged by encumbrance holders,

- prepayment penalties.

Real Estate Commission (plus GST).

Goods and Services Tax (if applicable).

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Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,

- investigating title,

- drafting documents.

Land Title Registration fees.

Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.

- appraisal (if applicable).

Land Title Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Property Transfer Tax.

Goods and Services Tax (if applicable).

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In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Clause 19.

8. **RISK:** (Clause 32) The Buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the Completion Date. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:
 - a building under construction
 - an operating business with or without employees being hired
 - a sale and purchase of shares in the owner of the Property
 - the purchase of a leasehold interest
 - other special circumstances
 additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8038390

DATE: October 20 2021

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

PART 1 - INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage <u>Oakwyn Realty Ltd.</u>		
1.2	Brokerage Address <u>3195 Oak Street</u>	<u>Vancouver</u>	<u>BC V6H2L2</u>
1.3	REALTOR®'s Name <u>Cale Simpson</u>	Phone No. <u>(604) 620-6788</u>	
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address <u>calesimpson@oakwyn.com</u>	Fax No. <u>(604) 620-7970</u>	
1.6	Brokerage Phone No. <u>(604) 620-6788</u>	Fax No. <u>(604) 620-7970</u>	
2. Parties to the Contract			
2.1	Seller <u>Kenneth Kwok Ying CHAN</u>		
	Seller <u>Mei Lin Yuen CHAN</u>		
2.2	Seller's Address <u>3378 VANNESS</u>	<u>Vancouver</u>	<u>BC V5R 5A8</u>
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer <u>WESTCOAST SUNSET HOLDINGS CORPORATION</u>		
	Buyer _____		
2.8	Buyer's Address		
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No.	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property <u>3378 VANNESS</u>	<u>Vancouver</u>	<u>BC V5R 5A8</u>
3.2	Legal Description of Property <u>STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN 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</u>		
	PID <u>018-366-899</u>		
4.	Purchase Price	\$1,100,000.00	Clause
4.1			14
	<u>One Million One Hundred Thousand</u>	<u>Dollars</u>	

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3378 VANNESS

Vancouver

BC V5R 5A8 PAGE 2 of 6 PAGES

PROPERTY ADDRESS

5.	Deposit	Clause	
5.1	Deposit To Be Provided By The Following Date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> Date _____ <input checked="" type="checkbox"/> other <u>Within 24hrs of subject removal via bank draft</u>	15	
5.2	Amount of Deposit \$ <u>60,000.00</u> Sixty Thousand	15	
5.3	Deposit To Be Paid In Trust To <u>Oakwyn Realty Ltd.</u>	15	
6.	Completion Date		
6.1	Completion Date <u>November 30 2021</u>	17	
7.	Possession Date <u>December 1st</u> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
7.1	Possession Date <u>July 2021</u>	18	
7.2	Vacant Possession Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	18	
7.3	All Existing Tenancies Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18	
8.	Adjustment Date		
8.1	Adjustment Date <u>December 01 2021</u>	19	
9.	Viewing Date		
9.1	Viewing Date <u>n/a</u>	21	
10.	Agency Disclosure		
10.1	Seller's Designated Agent REALTOR® <u>Patsy Hui</u> REALTOR® _____ Brokerage <u>RE/MAX Westcoast</u>	38A	
10.2	Buyer's Designated Agent REALTOR® <u>Cale Simpson</u> REALTOR® _____ Brokerage <u>Oakwyn Realty Ltd.</u>	38B	
10.3	Limited Dual Agency Designated Agent REALTOR® _____ REALTOR® _____ Brokerage _____	38C	
10.4	Date of Limited Dual Agency Agreement _____	38C	
11.	Acceptance <u>27</u> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		
11.1	Offer Open Until - Date <u>October 25, 2021</u> Time <u>6</u> o'clock <u>p.</u> m	43	
12.	Schedules		
15	Deposit	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	15
16A	Buyer's Conditions	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
16B	Seller's Conditions 1 page of Contract of Purchase and Sale for Commercial Real Estate Schedule	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	16
18	Accepted Tenancies <input type="checkbox"/> <input checked="" type="checkbox"/>	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items <input type="checkbox"/> <input checked="" type="checkbox"/>	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20
20B	Excluded Items <input type="checkbox"/>	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	20
22	Additional Permitted Encumbrances	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	22
23	Additional Seller's Warranties and Representations	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations	Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	24
41	Additional Terms	Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	41

INITIALS

PROPERTY ADDRESS

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, 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 the date specified in Clause 8.1 (the "Adjustment Date").
- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. 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 the date specified in Clause 9.1.

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PROPERTY ADDRESS

- 22. 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, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
- 23. ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27. A. 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: (A) 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); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. TIME:** 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 Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. 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.
- 31. 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.

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- 32. 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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. 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.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. 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 "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purposes (and to the recipients) described 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.
- 38. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

- A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

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INITIALS

- B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

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INITIALS

- C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are

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PROPERTY ADDRESS

licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

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INITIALS


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


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INITIALS

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

- 39. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(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.
- 40. ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified, for the Buyer to either:
- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.
- 40. A. 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.
- 41. ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
- 42. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 43. OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

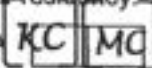
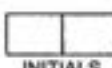
WITNESS _____ per: X Buyer ^{Designated by:} Ngoc Diem   WESTCOAST SUNSET HOLDINGS CORPORATION
BUYER 01F5EA7SE8864CB... PRINT NAME

WITNESS _____ X Buyer  PRINT NAME

- 44. ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash 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 10/25/2021, yr. _____

The Seller declares their residency:

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

WITNESS _____ X Seller ^{Authenticate} Kenneth Kwok Ying CHAN   Kenneth Kwok Ying CHAN
SELLER 10/25/2021 2:08:58 PM PDT AUTHENTICATOR PRINT NAME


WITNESS _____ X Seller ^{Authenticate} Mei Lin Yuen CHAN   Mei Lin Yuen CHAN
SELLER 10/25/2021 2:38:13 PM PDT AUTHENTICATOR PRINT NAME

*PREC represents Personal Real Estate Corporation

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

BC 2013 REV. SEPT 2020

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CREA WEBForms 

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE



MLS* NO.: C8038390

DATE: October 20 2021

PAGE 1 of 1 PAGES

RE: ADDRESS 3378 VANNESS Vancouver BC V5R 5A8

STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN 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

PID: 018-366-899

^{OR} [ND] [KC] [MC]

October 20th

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 18 2021

MADE BETWEEN WESTCOAST SUNSET HOLDINGS CORPORATION AS BUYER, AND

Kenneth Kwok Ying CHAN Mei Lin Yuen CHAN AS SELLER AND COVERING

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

REZONING and PERMITS:

Subject to the Buyer receiving and acquiring by November 4th, 2021:

A. Receipt of conditional approval: City of Vancouver must rezone for cannabis retail and LCRB must issue conditional approval for a license.

B. Acquiring all building permit and operating licenses through the City of Vancouver, and for use and operation as a cannabis retail store. This is for the sole benefit of the Buyer.

[KC] [MC] [ND]

~~Seller will send the buyer the tenant agreement within 24 hours after acceptance of this offer.~~

WINDUP:

Buyer acknowledges & accepts that there was a SGM dated July 7, 2021 for a wind-up voting by owners of the subject strata & it was an over 80% vote to go ahead with the wind-up. the "Sale price" share of Gross Sale proceeds less wind up costs for the subject unit is \$489,863.68 to be verified by Buyer if deemed important. Attached are both Seller's & Buyer's subjects of the wind up Contract.

LEASE AGREEMENT :

Buyer has received, perused & accepted the attached Lease dated September 1, 2019 (17 pages) between Kenneth Kwok Ying Chan & Mei Lin Chan as Landlord and Xiao Yu Zhang as Tenant. This Lease will form part of this Contract of Purchase & Sale. Buyer warrants that he will be taking over this Tenancy as of Completion Date.

[KC] [MC] [ND]

WITNESS

WITNESS

WITNESS

WITNESS

per: X

BUYER

X

BUYER

X

SELLER

X

SELLER

Digitally signed by: Ngoc Dinh [SEAL]
61F5EA76EB884C8... [SEAL]
Authentic [SEAL]
Kenneth Kwok Ying CHAN [SEAL]
Authentic [SEAL]
Mei Lin Yuen CHAN [SEAL]
10/25/2021 2:40:33 PM PDT [SEAL]

WESTCOAST SUNSET HOLDINGS CORPORATION
PRINT NAME

PRINT NAME
Kenneth Kwok Ying CHAN

PRINT NAME
Mei Lin Yuen CHAN
PRINT NAME

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

This is Exhibit " L " referred to in the
affidavit of Kenneth Kwok Ying Chan
Sworn before me at North Vancouver
this 26 day of November A.D. 2021

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

Strata Plan LMS 992 – Joyce Place
Minutes of a Special General Meeting

HELD: On Wednesday, July 7th, 2021 at 6:30 p.m. in the Backyard, 3380 Vanness Ave, Vancouver BC

PRESENT: Sixty-three (63) owners, seven (7) in person and fifty-seven (56) by proxy, as per the registration sheet. G. Stephen Hamilton, Strata Lawyer for LMS 992, Hamilton & Co. was also present.

CALL TO ORDER, QUORUM REPORT: The meeting was called to order at 6:39 p.m. Brian Yan Muk, Strata Council President, noted that with sixty-three (63) eligible votes, the quorum requirements set up in the bylaws have been met. Brian Yan Muk, Strata Council President, would chair the meeting.

PROOF OF NOTICE OF MEETING: Brian Yan Muk, Strata Council President, advised that the Notice of Meeting was issued in compliance with the Strata Property Act.

APPROVE THE AGENDA: MOTIONED by Brian Yan Muk, Strata Council President and SECONDED by 1104.

MOTION CARRIED, no objections

APPROVE THE MINUTES OF THE LAST GENERAL MEETING: MOTIONED by Brian Yan Muk, Strata Council Secretary and SECONDED by 1104.

MOTION CARRIED, no objections

RESOLUTION #1

Resolution #1 - 80% Vote Resolution pursuant to Sections 277 and 278 of the Strata Property Act to approve the following:

- (a) Appointment of the liquidator;
- (b) Cancellation of the strata plan;
- (c) Dissolution of the strata corporation;
- (d) Surrender of each owner's interest in the strata plan (i.e. land, buildings and common assets of the strata corporation) to the liquidator;
- (e) Estimate of winding up costs; and
- (f) The Interest Schedule appended to Resolution #1 as Schedule 1-A (which includes every owner's name, address for delivery, registered charges against the common property and the strata lots, any outstanding liabilities of the strata corporation, how each strata lot's share of the proceeds of sale is to be calculated – in this case, based on the Schedule of Interest Upon Destruction).

WHEREAS:

- A. The Owners, Strata Plan LMS 992 (the "Strata Corporation") has entered into a Purchase and Sale Agreement dated January 11, 2021 and amendments (the "Sale Agreement") between the Strata Corporation as vendor and Intracorp Acquisition Co. Ltd. as purchaser (the "Purchaser"), with respect to the purchase of all of the lands and buildings comprising Strata Plan LMS 992, inclusive of all strata lots (collectively the "Strata Lands").
- B. The owners of the strata lots comprising Strata Plan LMS 992 propose to voluntarily wind up the Strata Corporation with a liquidator in accordance with Division 2 of Part 16 of the Strata Property Act (the "Act").
- C. Pursuant to section 277(1) of the Strata Property Act (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of a liquidator.
- D. If this resolution is approved, the liquidator will complete the sale of the Strata Lands in accordance with the terms of the Sale Agreement, and will distribute the proceeds.

BE IT RESOLVED by an 80% vote of the Strata Corporation that:

1. Pursuant to sections 277 and 278 of the Act, the following is approved:
 - (a) the appointment of Crowe McKay LLP, as represented by Derek Lai, with an address for business at 1100-1177 West Hastings Street, Vancouver, BC, V6E 4T5, as the liquidator;
 - (b) the cancellation of the strata plan for Strata Plan LMS 992; (c) the dissolution of the Strata Corporation;
 - (d) the surrender to the liquidator of each owner's interest in:
 - (i) land shown on the strata plan;
 - (ii) land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
 - (iii) personal property held by or on behalf of the Strata Corporation;
 - (e) the estimated costs of the winding up at \$250,000.00; and
 - (f) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1-A.
2. This resolution will cease to have legal effect if the transaction contemplated in the Sale Agreement does not complete in accordance with the terms of the Sale Agreement.

END OF RESOLUTION #1

Strata Lot 56 **MOVED** and Strata Lot 63 **SECONDED** to approve **Resolution #1** as presented.

A secret ballot was requested and blue voting cards were issued for **Resolution #1**. Scrutineers from units 902 and 3368 tallied the voting cards.

MOTION CARRIED

Fifty-two (52) strata lots voted in favour of **Resolution #1** for a total of 52 votes.

Eleven (11) strata lots voted against **Resolution #1** for a total of 11.5 votes.

Brian Yan Muk, Strata Council President, reported there were sufficient votes to approve **Resolution #1**.

RESOLUTION #2: ¼ vote to approve the disposition under Sections 277 and 278 (NOTE: This Resolution #2 will only be voted if Resolution #1 is approved):

¼ vote to:

- (a) pursuant to section 282 of the Strata Property Act, approve the disposition of the land and buildings comprising Strata Plan LMS 992 (including all strata lots) by the liquidator to the purchaser, or permitted assignee, pursuant to the Purchase and Sale Agreement (the "Purchase and Sale Agreement"), and the listing agreement with Colliers Macaulay Nicolls Inc. (the "Listing Agreement"); and
- (b) ratify the terms, conditions, execution and delivery of the Purchase and Sale Agreement and amendments, and the Listing Agreement.

3/4 vote resolution of The Owners, Strata Plan LMS 992 to approve disposition of property by liquidator (Sections 96, 108 and 282(1) of the Strata Property Act) (TO BE VOTED ON ONLY IF RESOLUTION #1 IS APPROVED)

WHEREAS:

- A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator");
- B. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated January 11,

2021 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition");

C. Pursuant to section 282 of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a 3/4 vote at an annual or special general meeting, or the disposition is void; and

BE IT RESOLVED by a 3/4 vote of the Strata Corporation that:

1. Pursuant to section 282(2) of the Act, the Disposition is approved; and
2. The terms, conditions, execution and delivery of each of the Sale Agreement and the Listing Agreement are approved and ratified.

END OF RESOLUTION #2

Strata Lot 56 **MOVED** and Strata Lot 63 **SECONDED** to approve **Resolution #2** as presented.

A secret ballot was requested and pink voting cards were issued for **Resolution #2**. Scrutineers from units 706 and 806 tallied the voting cards.

MOTION CARRIED

Fifty-two (52) strata lots voted in favour of **Resolution #2** for a total of 52 votes.

Eleven (11) strata lots voted against **Resolution #2** for a total of 11.5 votes.

Brian Yan Muk, Strata Council President, reported there were sufficient votes to approve **Resolution #2**.

RESOLUTION #3: A Majority Vote Direction pursuant to Section 27 of the Strata Property Act to the Strata Corporation directing the Strata Corporation to terminate any contracts that the Strata Corporation is party to that are unrelated to the winding up, at a time to be determined by the strata council or the liquidator, as applicable, in each's discretion, and a 3/4 vote resolution to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd. doing business as Dwell Property Management [NOTE: This Resolution #3 will only be voted if Resolutions #1 and #2 are approved.]

MAJORITY VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992 - DIRECTION TO COUNCIL (Section 27 of the Strata Property Act) and 3/4 VOTE RESOLUTION OF THE OWNERS, STRATA PLAN LMS992 - TERMINATE THE AGENCY AGREEMENT (Section 39(1)(a) of the Strata Property Act) (TO BE VOTED ON ONLY IF RESOLUTION #1 AND RESOLUTION #2 ARE APPROVED)

WHEREAS:

A. Pursuant to section 27 of the Strata Property Act (the "Act"), a strata corporation may direct the council in the exercise of its powers and performance of duties by a resolution passed by a majority vote at a general meeting. The Strata Corporation deems it advisable to direct the council, in light of Resolution #1 and Resolution #2, to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined by the strata council or the liquidator, as applicable, in each of their discretion.

B. Pursuant to section 39(1)(a) of the Act, a strata corporation may terminate its management services contract on two months' notice if the cancellation is first approved by a resolution passed by a ¾ vote at an annual or special general meeting of the strata corporation. The Strata Corporation proposes to terminate the Agency Agreement between the Strata Corporation and 482258 B.C. Ltd. doing business as Dwell Property Management (the "Agency Agreement").

BE IT RESOLVED by a majority vote of the Strata Corporation pursuant to section 27 of the Strata Property Act that the Strata Corporation is authorized and directed to cancel any contracts between the Strata Corporation and third parties, that are unrelated to the winding up, at a time to be determined at the discretion of the strata council or the liquidator, as applicable.

AND BE IT RESOLVED by a ¾ vote of the Strata Corporation that the Strata Corporation is authorized to terminate the Agency Agreement on two (2) months' notice, with the timing of delivery of such notice at a time to be determined by the strata council or the liquidator, as applicable.

END OF RESOLUTION #3

Strata Lot 56 **MOVED** and Strata Lot 63 **SECONDED** to approve **Resolution #3** as presented.

A secret ballot was requested and yellow voting cards were issued for **Resolution #3**. Scrutineers from units 501 and 1101 tallied the voting cards.

MOTION CARRIED

Fifty-two (52) strata lots voted in favour of **Resolution #3** for a total of 52 votes.

Eleven (11) strata lots voted against **Resolution #3** for a total of 11.5 votes.

Brian Yan Muk, Strata Council President, reported there were sufficient votes to approve **Resolution #3**.

RESOLUTION #4: A 3/4 Vote Resolution to distribute the contingency reserve fund and operating fund to the owners in accordance with unit entitlement. [NOTE: This Resolution #4 will only be voted if Resolutions #1 and #2 are both approved.]

Resolution #4 - A ¾ vote resolution to pay out the balance of the operating fund and contingency reserve fund (TO BE VOTED ON ONLY IF RESOLUTION #1, RESOLUTION #2, AND RESOLUTION #3 ARE APPROVED)

WHEREAS:

A. By 80% vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 have approved the voluntary winding up of the Strata Corporation in accordance with Section 277 of the Strata Property Act (the "Act"), including the appointment of Crowe McKay LLP, as represented by Derek Lai, as liquidator (the "Liquidator"); and

B. By a ¾ vote resolution passed at this special general meeting of The Owners, Strata Plan LMS 992 (the "Strata Corporation"), the owners of the strata lots comprising Strata Plan LMS 992 approved disposition by the Liquidator of lands comprising Strata Plan LMS 992, including Strata Lots 1 through 63 inclusive, in accordance with the Purchase and Sale Agreement between the Strata Corporation and Intracorp Acquisition Co. Ltd. (the "Purchaser"), dated January 11, 2021 (the "Sale Agreement"); and the listing agreement between the Strata Corporation and Colliers Macaulay Nicolls Inc. (the "Listing Agreement"), (collectively the "Disposition").

C. Section 20 of the Purchase and Sale Agreement allows any balance in the operating fund or contingency reserve fund to be transferred by the Strata Corporation to the Strata Corporation's solicitors on the Completion Date.

BE IT RESOLVED by a ¾ vote pursuant to Sections 96 and 97 of the Strata Property Act, that the Strata Corporation pay to the owners in accordance with unit entitlement, any funds remaining in the Strata Corporation's operating fund and the contingency reserve fund, and that such payment be made by the liquidator after the Sale Agreement has been completed.

END OF RESOLUTION #4

Strata Lot 56 **MOVED** and Strata Lot 63 **SECONDED** to approve **Resolution #4** as presented.

A secret ballot was requested and green voting cards were issued for **Resolution #4**. Scrutineers from units 1006 and 3364 tallied the voting cards.

MOTION CARRIED

Fifty-two (52) strata lots voted in favour of **Resolution #4** for a total of 52 votes.

Eleven (11) strata lots voted against **Resolution #4** for a total of 11.5 votes.

Brian Yan Muk, Strata Council President, reported there were sufficient votes to approve **Resolution #4**.

The registration sign in form and secret voting cards were given to G. Stephen Hamilton, Strata Lawyer for LMS 992, from Hamilton & Co. to hold for our records.

TERMINATION OF MEETING

There being no further business, the meeting was terminated at 6:58 p.m.

Brian Yan Muk, Strata Council President

This is Exhibit "M" referred to in the
Affidavit of Kenneth Kwok Ying Chen
sworn (or affirmed) before me at
North Vancouver, B.C.
this 26 day of November 2021.

A Commissioner/Notary Public for the
Province of British Columbia

Leo Chan | Property Manager

Dwell
PROPERTY MANAGEMENT



2014 to 2021 Consumer Choice Award for Best Residential Property Management Vancouver

www.dwellproperty.ca | leo.chan@dwellproperty.ca

Dwell Property Management | Suite 170 – 4311 Viking Way, Richmond, BC V6V 2K9
Dir. 604.245.1011 ph. 604.821.2999

From: Kenneth Chan [<mailto:kenneth1340@gmail.com>]

Sent: August 20, 2021 11:16 AM

To: Joycecouncil@googlegroups.com; Leo Chan <leo.chan@dwellproperty.ca>; Brian Yan Muk <b.yanmuk@gmail.com>; Patsy Hui <patsy@patsyhui.com>

Cc: kenneth1340@gmail.com

Subject: Development permit sign

Hi Council ,

A buyer interested on the shop 3378 vanness, they want to buy out the unit for their cannabis retail business on the premises, existing shop is a hair salon, they are applying the business change on City of Vancouver, City asked them putting up the development permit sign outside as visible to the public, here i am asking council's permission for the sign set up, will ask them the sign won't obstructed the entrance of the tower and townhouses, Attached are the sample sent by the buyer

Please let me the approval, Thanks.

Regards,

Kenneth

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OAKWYN REALTY

Cale Simpson

Oakwyn Realty

P: 604-662-8611 M: 778-899-2253

A: 3195 Oak Street

W: www.oakwyn.com

E: calesimpson@oakwyn.com



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2 attachments

Re: FW: Development permit sign - 3378 Vanness Ave.aml
107K

 Buyer city application.pdf
379K

Brian Yan Muk <b.yanmuk@gmail.com>
To: Kenneth Chan <kenneth1340@gmail.com>
Cc: Leo Chan <leo.chan@dwelproperty.ca>, Joyce Place Council <JoyceCouncil@googlegroups.com>, Patsy Hui <patsy@patsyhui.com>, Claire Armstrong <carmstrong@pettlandco.com>

Thu, Aug 26, 2021 at 3:43 PM

Hey Kenneth - thanks for sending this over.

I did research online and step 1 here in this City of Vancouver guide suggests that a cannabis store must be at least 300m away from a school: <https://vancouver.ca/diing-business/cannabis-retail-dealer-business-licence-applicants.aspx>

I'm fairly certain that we are less than 300m away from St Mary's School, which is about 100m away from our tower, and there is a high probability that this license will not even get approved by the City of Vancouver.

Based on this information, council does not approve the permit signage to be displayed in common area. If you have information to suggest otherwise, please send it over and council will review.

Thanks!
-Brian

—
Brian Yan Muk
778-859-8048

On Thu, 26 Aug 2021 at 14:32, Kenneth Chan <kenneth1340@gmail.com> wrote:
Hi Leo, Joyce councils

Just got from mail the buyer applied for a City development application on the premises (Buyer city application), please check the attachment.

Regards,

Kenneth

----- Forwarded message -----

From: Patsy Hui <patsy@patsyhui.com>
Date: Mon, Aug 23, 2021 at 2:29 PM
Subject: RE: Development permit sign 3378 Vanness Ave
To: Leo Chan <leo.chan@dwelproperty.ca>
Cc: Kenneth Chan <kenneth1340@gmail.com>, <JoyceCouncil@googlegroups.com>, Brian Yan Muk <b.yanmuk@gmail.com>

Hello Leo,

Please find the email reply from the Buyer's agent regarding the City required signage as attached.

Thanks & Regards,

Norissa Cheung

Office assistant to **Patsy Hui**
RE/MAX Westcoast

110- 6086 Russ Baker Way

Richmond BC V7B 1B4

Ph: 604-275-9787

Fax: 604-274-0788

Email: patsy@patsyhui.com

www.PatsyHui.com

From: Leo Chan <leo.chan@dwelproperty.ca>
Sent: August 23, 2021 11:36 AM
To: Kenneth Chan <kenneth1340@gmail.com>; JoyceCouncil@googlegroups.com; Brian Yan Muk <b.yanmuk@gmail.com>; Patsy Hui <patsy@patsyhui.com>
Subject: RE: Development permit sign

Hi Kenneth,

This is Exhibit "N" referred to in the
Affidavit of Kenneth Kwok Ying Chan
sworn (or affirmed) before me at
North Vancouver, B.C.
this 26 day of November, 2021.

A Commissioner/Notary Public for the
Province of British Columbia

21 11/25/21 10:28:21 AM



Dear Owners -

Here is an update on the following items:

1. Building Sale Update (Strata Wind Up)

o Our lawyers have filed an application for a court hearing with the BC Supreme Court and provided evidence of the building sale.

o We received the \$75,000 deposit from Intracorp earlier this summer.

o The package received earlier this week is just disclosure and no actions are required by owners at this time. Any questions can be directed to strata council or our lawyers.

2. Permanent Townhouse Repairs

o Our engineers provided a full redesign proposal of the townhouse exterior earlier this year however due to the sale, permanent repairs of the townhouses are on pause indefinitely.

o Money for the repair levy must still be collected and kept in the unlikely scenario that the sale does not go through.

3. Outstanding Special Levies

o There are 2 types of special levy outstanding: A) the townhouse repair levy in July 2020 and B) the CRF replenishment levy (to repay money we used to pay for insurance) in April 2021.

o As of October 6, about 20 units still owe from the townhouse levy and about 30 units still owe for the CRF replenishment.

o To ensure fairness, we must impose fines, interest, and liens on units that have an outstanding balance from the townhouse levy.

o In early 2022, we will need to file liens because if the strata corporation doesn't collect money from units within 2 years of the AGM, we cannot legally collect the funds.

4. Court Summons

o As we did not apply for a permit for permanent repairs, the City of Vancouver is taking us to court for non-compliance. Our lawyers will represent us with the evidence that we have sold and do not want to spend \$2.3M for permanent repairs.

5. Pest Control & Ant Treatment (Tower Only)

o We are changing pest control companies.

o We will require 3 rounds of ant treatment over a period of 8 weeks. Round 1 = all units, Round 2 & 3 = specific affected units.

o First treatment day is Tuesday October 26 from 1PM to 5PM. Follow up treatments will be scheduled over the next 8 weeks.

6. Fire Inspection

o Annual fire inspection is:

o Tuesday October 26 from 9AM to 2PM for the tower,

o Tuesday October 26 from 2PM to 3PM for the townhouses, and

o Monday October 25 from 1PM to 2PM for the commercial units.

If you have any questions, please let me know.

Thanks!

-Brian

--

Brian Yan Muk

778-859-8048

o Our lawyers have filed an application for a court hearing with the BC Supreme Court and provided evidence of the building sale.

o We received the \$75,000 deposit from Intracorp earlier this