



This is the 1st affidavit of
Ardeshir Soltani Razagh Sarab in this case
and was made on November 23, 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, Ardeshir Soltani Razagh Sarab, businessman, MAKE OATH AND SAY AS
FOLLOWS:

1. I am a businessman and owner of strata lot 11 ("SL11") 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 December 14, 1970.
3. I purchased SL11 through my company 0837963 B.C. Ltd. ("083 B.C. Ltd.") in 2008 as a long-term investment. I am the sole director of 083 B.C. Ltd.
4. Attached hereto and marked **Exhibit "A"** is a B.C. Company Summary for 083 B.C. Ltd.
5. I currently run a restaurant named Donair Land out of SL11.

6. Attached hereto and marked **Exhibit "B"** to this my affidavit is a true copy of the Sole Proprietorship Summary of Donair Land.
7. Last year Donair Land generated over \$260,000 in gross revenue.
8. Attached hereto and marked **Exhibit "C"** to this my affidavit is a copy of the 2020 Statement of Business or Professional Activities for Donair Land.
9. I also operate a grocery store out of strata lot 10 of the Strata Corporation with my brother, Gholam Reza Soltani Reeagh.
10. Although my brother is registered as the sole proprietor of Joyce Grocery, I am included in the lease agreement for SL10 and we share operation responsibilities as well as revenues.
11. Attached hereto and marked **Exhibit "D"** to this my affidavit is a true copy of the Sole Proprietorship Summary of Joyce Grocery.
12. In 2019 Joyce Grocery generated over \$679,000 in gross revenue.
13. Attached hereto and marked **Exhibit "E"** to this my affidavit is a true copy of the GST/HST Net File Confirmation of my brother Gholam-Reza Soltani Rezagh.
14. According to the interest schedule provided by the Strata Corporation by letter dated May 27, 2021, under the January 11, 2021 purchase and sale agreement with Intracorp Acquisition Co. Ltd., I will receive \$691,955.73
15. Attached hereto and marked **Exhibit "F"** is an excerpt from the interest schedule.
16. The 2021 assessed value for SL11 is \$814,000.
17. Attached hereto and marked **Exhibit "G"** to this my affidavit is a true copy of the 2021 BC Assessment report for SL11.
18. In or around March 2021, my brother and I listed Joyce Grocery for sale. My real estate agent is Allen Ko. Under the advice of Mr. Ko we set the asking price for Joyce Grocery at \$275,000.
19. Attached hereto and marked **Exhibit "H"** to this my affidavit is a true copy of the sales listing for Joyce Grocery
20. In or around June 2021, I listed SL11 and Donair Land for sale. My real estate agent is Reza (Ray) Kodabash. Under the advice of Mr. Kodabash we set the asking price for Joyce Grocery at \$1,680,000.

- 21. Attached hereto and marked **Exhibit "I"** to this my affidavit is a true copy of the sales listing for SL11 and Donair Land.
- 22. On or around July 10, 2021, I entered a purchase and sale agreement for SL11 and Donair Land for \$1,280,000 with Mu Ting Zhang (the "July 2021 PSA"). The July 2021 PSA was extended on three occasions. However, in September 2021, the purchaser pulled out of the July 2021 PSA.
- 23. Prior to the July 2021 PSA, I did not know or have any dealings with Mr. Zhang.
- 24. Attached hereto and marked **Exhibit "J"** to this my affidavit is a copy of the July 2021 PSA and the related extension agreements.
- 25. On or around November 9, 2021, I received a written offer for SL11 and Donair Land for \$1,450,000 from KHC Three Holdings Ltd. ("KHC"). However, when KHC was advised that the Strata Corporation had passed a wind up resolution, it revoked the offer.
- 26. Prior to the November 9, 2021 written offer, I did not know or have any dealings with KHC or its officers and directors.
- 27. Attached hereto and marked **Exhibit "K"** to this my affidavit is a true copy of the KHC's written offer November 9, 2021.
- 28. I remain ready and willing to sell SL11, Donair Land and Joyce Grocery for fair market value.

SWORN BEFORE ME at the City of North Vancouver, in the Province of British Columbia, this 23 day of November, 2021



A Commissioner for taking Affidavits for
British Columbia



Ardeshir Soltani Razagh Sarab

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

This is Exhibit " A " referred to in the
affidavit of Ardeshir Saltani Razagh Sarab
Sworn before me at Vancouver
this 23 day of November A.D. 2021


A Commissioner for taking Affidavits
for British Columbia



BC Company Summary

For
0837963 B.C. LTD.

Date and Time of Search: November 06, 2021 07:35 PM Pacific Time
Currency Date: September 07, 2021

ACTIVE

Incorporation Number: BC0837963
Name of Company: 0837963 B.C. LTD.
Business Number: 835320623 BC0001
Recognition Date and Time: Incorporated on October 23, 2008 02:01 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: October 23, 2021 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8
CANADA

Delivery Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8
CANADA

Delivery Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
SOLTANI-RAZAGH, ARDESHIR

Mailing Address:
5006 GRAFTON ST
BURNABY BC V5H 1M4
CANADA

Delivery Address:
5006 GRAFTON ST
BURNABY BC V5H 1M4
CANADA

OFFICER INFORMATION AS AT October 23, 2021

Last Name, First Name, Middle Name:
SOLTANI-RAZAGH, ARDESHIR

Office(s) Held: (President, Secretary)

Mailing Address:
5469 NELSON AVENUE
BURNABY BC V5H 3H1
CANADA

Delivery Address:
5469 NELSON AVENUE
BURNABY BC V5H 3H1
CANADA

This is Exhibit " **B** " referred to in the
affidavit of **Ardeshir Soltani Razagh**
Sworn before me at **Vancouver**
this **23** day of **November** A.D. 20**21**


A Commissioner for taking Affidavits
for British Columbia



Sole Proprietorship Summary

For DONAIR LAND

Date and Time of Search: November 12, 2021 12:10 PM Pacific Standard Time
Currency Date: October 22, 2021

ACTIVE

Registration Number: FM0532139
Name of Sole Proprietorship: DONAIR LAND
Registration Date: June 21, 2010
Business Start Date: July 15, 2010
Nature of Business: FOOD SERVICE RETAILER

ADDRESS INFORMATION

Business Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8

Mailing Address:
3384 VANNESS AVE
VANCOUVER BC V5R 5A8

PROPRIETOR INFORMATION

Individual or Company Name:
SOLTANI RAZAGH SARAB, ARDESHIR


Residential or Registered Address:
5469 Nelson Avenue
Burnaby BC
CANADA V5H 3H1

SUBMITTING PARTY INFORMATION

Name:
SOLTANI RAZAGH SARAB, ARDESHIR

Mailing Address:
5469 Nelson Avenue
Burnaby BC
CANADA V5H 3H1

This is Exhibit " C " referred to in the
affidavit of Ardeshir Salteni Razagh Sarab
Sworn before me at Vancouver
this 23 day of November A.D. 2021

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A Commissioner for taking Affidavits
for British Columbia



Statement of Business or Professional Activities

- Use this form to calculate your self-employment business and professional income.
- For each business or profession, fill in a **separate** Form T2125.
- Fill in this form and send it with your income tax and benefit return.
- For more information on how to fill in this form, see Guide T4002, Self-employed Business, Professional, Commission, Farming, and Fishing Income.

Part 1 - Identification	
Your name Soltani-Razagh, Ardeshir	Your social insurance number 733 609 200
Business name DONAIR LAND	Business number (15 characters) 81314 0878 RT 0002
Business address	
Number 3382 Street, P.O. Box VANNESS AVENUE	Apartment or suite 4
City VANCOUVER	Province or territory BC Postal code V5R 5A8
Fiscal period From: Year/Month/Day 2020-01-01 to: Year/Month/Day 2020-12-31	Was this your last year of business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Calendar Year	
Main product or service RESTAURENT	Industry code (see the appendix in Guide T4002) 722511
Accounting method (commission only) Cash <input type="checkbox"/> Accrual <input checked="" type="checkbox"/>	Tax shelter identification number TS
	Partnership business number (9 digits)
	Your percentage of the partnership 100.0000 %
Name and address of the person or firm preparing this form MANOHARAN JAYARAMAN MANOHARAN JAYARAMAN	
649 EAST 46TH AVE	
VANCOUVER, British Columbia V5W 2A2	

Part 2 - Internet business activities	
If your web pages or websites generate business or professional income, fill in this part of the form.	
How many Internet web pages and websites does your business earn income from? Enter "0" if none _____	
Provide up to five main web page or website addresses, also known as uniform resource locator (URL): http:// _____	
Percentage of your gross income generated from the web pages and websites. (If no gross income was generated from the Internet, enter "0".) _____ %	

Part 3A – Business income

Fill in this part **only** if you have business income. If you have professional income, leave this part blank and fill in Part 3B. If you have both business and professional income, you have to fill out a separate Form T2125 for each.

Part 3B – Professional income

Fill in this part **only** if you have professional income. If you have business income, leave this part blank and fill in Part 3A. If you have both business and professional income, you have to fill out a separate Form T2125 for each.

Note: New rules allow you to include your work in progress (WIP) progressively if you elected to use billed basis accounting for the last tax year that started before March 22, 2017. Generally, for the first tax year that starts after March 21, 2017, you must include 20% of the lesser of the cost and the fair market value of WIP. The inclusion rate increases to 40% in the second tax year that starts after March 21, 2017, 60% in the third year, 80% in the fourth year, and 100% in the fifth and all subsequent tax years. For more information, see Chapter 2 of Guide T4002.

Part 3A – Business income

2. If you have business income, tick this box and complete this part. **Do not complete parts 3A and 3B on the same form.**

Gross sales, commissions, or fees (include GST/HST collected or collectible)	260,137		85	3A
GST/HST, provincial sales tax, returns, allowances, discounts, and GST/HST adjustments (included in amount 3A)				3B
Subtotal: Amount 3A minus amount 3B	260,137		85	3C

If you are using the quick method for GST/HST Government assistance calculated as follows:

GST/HST collected or collectible on sales, commissions and fees eligible for the quick method	3D
GST/HST remitted, calculated on (sales, commissions and fees eligible for the quick method plus GST/HST collected or collectible) multiplied by the applicable quick method remittance rate	3E
Subtotal: Amount 3D minus amount 3E	3F

Adjusted gross sales: Amount 3C plus amount 3F (enter on line 8000 of Part 3C)

	260,137		85	3G
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Part 3B – Professional income

3. If you have professional income, tick this box and complete this part. **Do not complete parts 3A and 3B on the same form.**

Gross professional fees including work-in-progress (WIP) and GST/HST collected or collectible	3H
GST/HST, provincial sales tax, returns, allowances, discounts, and GST/HST adjustments (included in amount 3H) and any WIP at the end of the year you elected to exclude	3I
Subtotal: Amount 3H minus amount 3I	3J

If you are using the quick method for GST/HST Government assistance calculated as follows:

GST/HST collected or collectible on professional fees eligible for the quick method	3K
GST/HST remitted, calculated on (professional fees eligible for the quick method plus GST/HST collected or collectible) multiplied by the applicable quick method remittance rate	3L
Subtotal: Amount 3K minus amount 3L	3M

Work-in-progress (WIP), start of the year, per election to exclude WIP (see Guide T4002, Chapter 2)

Adjusted professional fees: Amount 3J plus amount 3M plus amount 3N (enter on line 8000 of Part 3C)

	3N
	3O

Part 3C – Gross business or professional income

Adjusted gross sales (amount 3G) or adjusted professional fees (amount 3O)	8000		260,137	85
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Plus

Reserves deducted last year	8290			
Other income(specify)*:	8230			
Subtotal: Line 8290 plus line 8230				3P

Gross business or professional income: Line 8000 plus amount 3P

	8299		260,137	85
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Report the gross business or professional income from line 8299 on the applicable line of your income tax and benefit return as indicated below:

- business income on line 13499
- professional income on line 13699
- commission income on line 13899

* You may have received assistance from COVID-related measures from the federal, provincial or territorial governments. For more information, go to canada.ca/cra-coronavirus.

For Parts 3D, 4 and 5, if GST/HST has been remitted or an input tax credit has been claimed, do not include GST/HST when you calculate the cost of goods sold, expenses, or net income (loss).

Part 3D – Cost of goods sold and gross profit

If you have business income, fill in this part. Enter only the business part of the costs.

Gross business income (line 8299 of Part 3C)					260,137	85	3Q
Opening inventory (include raw materials, goods in process, and finished goods)	8300						3R
Purchases during the year (net of returns, allowances, and discounts)	8320	98,570	72				3S
Direct wage costs	8340	31,621	00				3T
Subcontracts	8360						3U
Other costs	8450	930	53				3V
	Subtotal: Add amounts 3R to 3V				131,122	25	
Closing inventory (include raw materials, goods in process, and finished goods)	8500						3W
	Cost of goods sold : Amount 3W minus line 8500			8518	131,122	25	▶
					131,122	25	
Gross profit (or loss): Amount 3Q minus line 8518					8519	129,015	60

Part 4 – Net income (loss) before adjustments

Gross business or professional income (line 8299 of Part 3C) or Gross profit (line 8519 of Part 3D)

129,015 | 60 4A

Expenses (enter only the business part)

Advertising	8521	100	83				4B
Meals and entertainment	8523	280	30				4C
Bad debts	8590						4D
Insurance	8690	3,280	75				4E
Interest	8710	3,783	73				4F
Business taxes, licences, and memberships	8760	970	65				4G
Office expenses	8810	262	12				4H
Office stationery and supplies	8811						4I
Professional fees (includes legal and accounting fees)	8860	600	00				4J
Management and administration fees	8871						4K
Rent	8910	37,433	40				4L
Repairs and maintenance	8960	3,330	35				4M
Salaries, wages, and benefits (including employer's contributions)	9060						4N
Property taxes	9180						4O
Travel expenses	9200	100	00				4P
Utilities	9220	11,205	61				4Q
Fuel costs (except for motor vehicles)	9224						4R
Delivery, freight, and express	9275						4S
Motor vehicle expenses (not including CCA) (amount 16 of Chart A)	9281	8,099	08				4T
Capital cost allowance (from Area A)	9936	4,725	00				4U
	Other expenses	=					4V
	Total expenses: Total amounts 4B to 4V			9368	74,171	82	▶
					74,171	82	
Net income (loss) before adjustments: Amount 4A minus line 9368					9369	54,843	78

Part 5 – Your net Income (loss)

Your share of line 9369 or the amount from your T5013 slip, *Statement of Partnership Income*

54,843 | 78 5A

Plus: GST/HST rebate for partners received in the year

9974

Total: Amount 5A plus line 9974

54,843 | 78

▶ 54,843 | 78 5B

Other amounts deductible from your share of net partnership income (loss) (amount 6F)

9943

Net Income (loss) after adjustments: Amount 5B minus line 9943

54,843 | 78 5C

Business-use-of-home expenses (amount 7P)

9945

Your net income (loss): Amount 5C minus line 9945

9946

54,843 | 78

Report the net income amount from line 9946 on the applicable line of your income tax and benefit return as indicated below:

- business income on line 13500
- professional income on line 13700
- commission income on line 13900

Part 6 – Other amounts deductible from your share of net partnership income (loss)

Claim expenses you incurred that were not included in the partnership statement of income and expenses, and for which the partnership did not reimburse you. These claims must not be included in the claims already calculated for the partnership.

Total other amounts deductible from your share of the net partnership income (loss)
(enter this on line 9943 of Part 5)

Part 7 – Calculating business-use-of-home expenses

Heat		7A
Electricity		7B
Insurance		7C
Maintenance		7D
Mortgage interest		7E
Property taxes		7F
Other expenses (specify):		
		7G
Subtotal: Add amounts 7A to 7G		7H
Personal-use part of the business-use-of-home expenses		7I
Subtotal: Amount 7H minus amount 7I		7J
Capital cost allowance (business part only), which means amount I of Area A minus any portion of CCA that is for personal use or entered on line 9936 of Part 4.		7K
Amount carried forward from previous year		7L
Subtotal: Add amounts 7J to 7L		7M
Net income (loss) after adjustments (amount 5C) (if negative, enter "0")	54,843	7N
Business-use-of-home expenses available to carry forward: Amount 7M minus amount 7N (if negative, enter "0")		7O
Allowable claim: Amount 7M or 7N above, whichever is less (enter your share of this amount on line 9945 of Part 5)		7P

Part 8 – Details of other partners

Partner's first name	Last name	% of partnership	%
Address:		\$ share	
Partner's first name	Last name	% of partnership	%
Address:		\$ share	
Partner's first name	Last name	% of partnership	%
Address:		\$ share	
Partner's first name	Last name	% of partnership	%
Address:		\$ share	
Partner's first name	Last name	% of partnership	%
Address:		\$ share	

Part 9 – Details of equity

Total business liabilities	9931
Drawings in the current year	9932
Capital contributions in the current year	9933

Area A - Calculation of capital cost allowance (CCA) claim

1 Class number	2 Undepreciated capital cost (UCC) at the start of year	3 Cost of additions in the year (Areas B and C below)	4 Cost of additions from col 3 which are AIIP or zero-emission vehicles (ZEV) (new property must be available for use before 2024) See note 1 below	5 Proceeds of dispositions in the year (Areas D and E)	6 * UCC after additions and dispositions (col 2 + 3 - 5)	7 Proceeds of dispositions available to reduce additions of AIIP and ZEV (col 5 - col 3 + col 4) if negative, enter 0	8 UCC adjustment for current-year additions of AIIP and ZEV (col 4 - col 7) x the relevant factor (if negative, enter 0). See note 2 below	9 Adjustment for current-year additions subject to the half year-rule 1/2 x (col 3 - col 4 - col 5). If negative, enter 0	10 Base amount for CCA (col 6 + col 8 - col 9)	11 Rate %	12 CCA for the year (col 10 x col 11 or a lower amount)	13 UCC at the end of the year (col 6 - 12)	
10	15,750.00				15,750.00				15,750.00	30.00	4,725.00	11,025.00	
Total CCA claim for the year** : Total of column 12 (enter the amount on line 9936 of Part 4, amount i minus any personal part and any CCA for business-use-of-home expenses **)												4,725.00	

* If you have a negative amount in column 6, add it to income as a recapture in Part 3C on line 8230. If no property is left in the class and there is a positive amount in the column, deduct the amount from income as a terminal loss in Part 4 on line 9270. Recapture and terminal loss do not apply to a Class 10.1 property. For more information, read Chapter 3 of Guide T4002.

** For information on CCA for "Calculating business-use-of-home expenses," see "Special situations" in Chapter 4 of Guide T4002. To help you calculate the capital cost allowance claim, see the calculation charts in Areas B to F.

Note 1 : Columns 4, 7, and 8 apply only to accelerated investment incentive properties (AIIPs) (see Regulation 1104(4) of the Income Tax Regulations for the definition), zero-emission vehicles, zero-emission passenger vehicles and, under proposed legislation, other eligible zero-emission automotive equipment and vehicles that become available for use in the year. In this chart, ZEV represents zero-emission vehicles, zero-emission passenger vehicles and other eligible zero-emission automotive equipment and vehicles. An AIIP is a property (other than ZEV) that you acquired after November 20, 2018, and became available for use before 2028. A ZEV is a motor vehicle included in Class 54 or 55 that you acquired after March 18, 2019, and became available for use before 2028, or eligible zero-emission automotive equipment and vehicles included in Class 56 acquired after March 1, 2020, and that became available for use before 2028. For more information, see Guide T4002.

Note 2: The proceeds of disposition of a zero-emission passenger vehicle (ZEPV) that has been included in Class 54 and that is subject to the \$55,000 capital cost limit will be adjusted based on a factor equal to the capital cost limit of \$55,000 as a proportion of the actual cost of the vehicle. For dispositions after July 29, 2019, the government proposes that the actual cost of the vehicle be adjusted for any payments or repayments of government assistance that you may have received or repaid in respect of the vehicle. For more information on proceeds of disposition, read "Class 54 (30%)" in Guide T4002.

Note 3: The relevant factors for properties available for use before 2024 are 2 1/3 (Classes 43.1, 54 and 56), 1 1/2 (Class 55), 1 (Classes 43.2 and 53), 0 (Classes 12, 13, 14, 15), and 1/2 for the remaining accelerated investment incentive properties.

For more information on accelerated investment incentive properties, see guide T4002 or go to canada.ca/taxes-accelerated-investment-income.

Area B - Equipment additions in the year

1 Class number	2 Property description	3 Total cost	4 Personal part (if applicable)	5 Business part (col 3 - col 4)
Total equipment additions in the year 9925				

Area C - Building additions in the year

1 Class number	2 Property description	3 Total cost	4 Personal part (if applicable)	5 Business part (col 3 - col 4)
Total building additions in the year 9927				

Area D - Equipment dispositions in the year

1 Class number	2 Property description	3 Proceeds of disposition	4 Personal part (if applicable)	5 Business part (col 3 - col 4)
Total equipment dispositions in the year 9926				

Note: If you disposed of property from your business in the year, see Chapter 3 of Guide T4002, for information about your proceeds of disposition.

Area E - Building dispositions in the year

1 Class number	2 Property description	3 Proceeds of disposition	4 Personal part (if applicable)	5 Business part (col 3 - col 4)
Total building dispositions in the year 9928				


Note: If you disposed of property from your business in the year, see Chapter 3 of Guide T4002, for information about your proceeds of disposition.

Area F - Land additions and dispositions in the year

Total cost of all land additions in the year	9923
Total proceeds from all land dispositions in the year	9924
Note: You cannot claim capital cost allowance on land. For more information, see Chapter 3 of Guide T4002.	

See the privacy notice on your return.

This is Exhibit " D " referred to in the
affidavit of Ardeshir Soltani Razaq h Sarab
Sworn before me at Vancouver
this 23 day of November A.D. 2021

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A Commissioner for taking Affidavits
for British Columbia



Sole Proprietorship Summary

For
JOYCE GROCERY

Date and Time of Search: November 12, 2021 12:12 PM Pacific Standard Time
Currency Date: October 22, 2021

ACTIVE

Registration Number: FM0320370
Name of Sole Proprietorship: JOYCE GROCERY
Registration Date: April 11, 2002
Business Start Date: Not on file
Nature of Business: Not on file

PROPRIETOR INFORMATION

Individual or Company Name:
SARAB, GHOLAM REZA SOLTANI REEAGH
Residential or Registered Address:
Not on file

This is Exhibit " E " referred to in the
affidavit of Ardeshir Saltani Razagh Scrab
Sworn before me at Vancouver
this 23 day of November A.D. 2021


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



GST/HST NETFILE - confirmation

Your return has been successfully filed.

Your confirmation number is: **449376**.

Thank you for using GST/HST NETFILE.

Business number: **862145919 RT0001**

Business name: **GHOLAM-REZA SOLTANI REZAGH**

Reporting period: **2019-01-01 to 2019-12-31**

Filing date: **2020-06-03**

Line 101 - Sales and other revenue	\$679,781.00
Line 135 - Total GST/HST new housing rebates (included in line 108)	\$0.00
Line 136 - Deduction for pension rebate amount (included in line 108)	\$0.00
Line 105 - Total GST/HST and adjustments for period	\$21,547.53
Line 108 - Total ITCs and adjustments	\$21,653.14
Line 109 - Net tax	-\$105.61
Line 110 - Instalments and other annual filer payments	\$0.00
Line 111 - Rebates (note: rebate forms must be mailed separately)	\$0.00
Line 205 - GST/HST due on purchases of real property or purchases of emission allowances	\$0.00
Line 405 - Other GST/HST to be self-assessed	\$0.00
Line 114 - Refund claimed	\$105.61
Line 115 - Amount owing	\$0.00

Have you signed up for My Business Account? In addition to filing your GST/HST return and being able to view your correspondence online, you can view account balances, adjust prior returns, and much more.

This is Exhibit " **F** " referred to in the
affidavit of **Ardeshir Sattari Razogh Sarab**
Sworn before me at **Vancouver**
this **23** day of **November** A.D. 20**21**


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A Commissioner for taking Affidavits
for British Columbia

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 Vanness Ave., Vancouver BC V5R 5A8	921	2.07180%	599000 \$ 857,727.09 148%
2	018-366-821	SOHAIL MERCHANT and RASHIDA MERCHANT	3364 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	636000 \$ 968,551.76 152%
3	018-366-830	PANEE LIMAPICHAT	3366 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
4	018-366-848	WILBERT DE ASIS	3368 Vanness 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 Vanness Ave., Vancouver BC V5R 5A8	1,040	2.33950%	\$ 968,551.76
7	018-366-872	VAN QUANG VU and HOA NGUYEN	3374 Vanness Ave., Vancouver BC V5R 5A8	1,020	2.29451%	577000 \$ 949,925.77 165%
8	018-366-881	PEGGY TONG	3376 Vanness Ave., Vancouver BC V5R 5A8	921	2.07180%	579000 \$ 857,727.09 148%
9	018-366-899	KENNETH KWOK YING CHAN and MEI LIN YUEN CHAN	1996 Campbell Ave. Port Coquitlam BC V3C 4T2	526	1.18325%	605600 \$ 489,863.68 81%
10	018-366-902	CHE WING CHAN and YAT SIN WONG	4738 Bruce Street Vancouver BC V5N 3Z6	725	1.63090%	818000 \$ 675,192.33 82%
11	018-366-911	0837963 BC LTD.	3384 Vanness Ave., Vancouver BC V5R 5A8	743	1.67139%	814000 \$ 691,955.73 85%
12	018-366-929	CALVIN LOUIE and GRACE LOUIE	5243 Christopher Court Burnaby BC V5H 2K3	561	1.26198%	\$ 522,459.17
13	018-366-937	JASON CHAN	302 - 3380 Vanness Ave., Vancouver BC V5R 6B8	550	1.23723%	\$ 512,214.87
14	018-366-945	KIM TENG TAY and JET FAH CHAI	303 - 3380 Vanness 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

This is Exhibit " 9 " referred to in the affidavit of Ardeshir Saltani Razagh Sarab

Sworn before me at Vancouver

this 23 day of November A.D. 2021


A Commissioner for taking Affidavits
for British Columbia



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

3384 VANNESS AVE VANCOUVER V5R 5A8

Area-Jurisdiction-Roll: 09-200-023-718-303-76-0011



Total value **\$814,000**

2021 assessment as of July 1, 2020

Previous year value **\$814,000**

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	961
Building storeys	1
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

Strata Lot 11 Plan LMS992 District Lot 37 Land District 36
UNDIV 889/44454 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: 018-366-911

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 " H " referred to in the
affidavit of Ardeshir Saltani Razagh Sarab
Sworn before me at Vancouver
this 23 day of November A.D. 2021

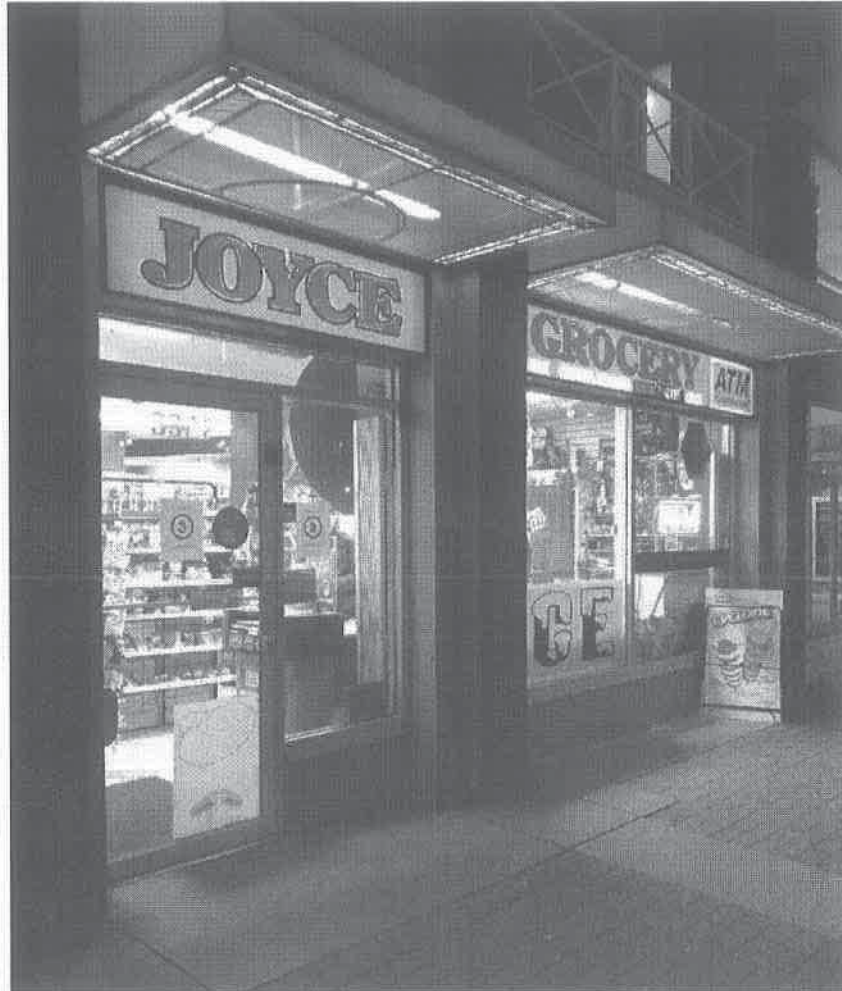
.....

A Commissioner for taking Affidavits
for British Columbia

\$275,000



For Sale • Added 245 days ago



30

2 - 3382 Vanness Avenue

Vancouver, Renfrew-collingwood

COMMERCIAL

Save

Share

Sold History

Your REALTOR[®] Jeffery Fee Jeffery.Fee.e@zolo.ca (778) 651-9850

Type: Retail

Property Type: No Data

Business Type: No Data

Zoning: No Data

Size: 920 sqft

Year Built: 2001

Taxes: No Data

Walk Score: 81

Added: Mar 18, 2021 (245 days ago)

Updated: Mar 23, 2021 (245 days ago)

Last Checked: 11 minutes ago

MLS®#: C8037216

Listed By: Renanza Realty Inc.

Business for sale with an excellent location. A well established convenience store that has been operating for 20 years. Conveniently located across the street from the Skytrain in Vancouver in a friendly and busy area. The owner is retiring and this is a great opportunity to continue the business. Average sales \$2000-2500 per day. Lottery sales \$500-600. Rent is \$5000 per month for 920SF. Five years option to renew and more. Sales per year \$775,000 in 2020. Includes 2 parking stalls at the rear. Large ample spaced walk in cooler with side entry and big storage area. Invest in the future with this stable and successful business. Inventory is included. Tobacco not included in sale price. (id:4236)

This retail listing located at 3382 Vanness Avenue, Vancouver is currently for sale and has been available on Zolo.ca for 5 days. The property was built in 2001. 3382 Vanness Avenue, Vancouver is in the Renfrew-Collingwood neighborhood Vancouver.

Property

Transaction Type: For sale

Property Type: Retail

Size (Interior): 920 sqft

Year Built: 2001

MLS®#: C8037216

Inside

Fireplace: False

Rental

Lease Per Unit: square feet

Land

Size: 920 sqft

Acres: false

Size Irregular: 920

Size: 920 sqft

Zoning Description: CD-1

Commercial General

Business Type: Retail and Wholesale

Business Sub Type: Convenience store

Listed by

Renanza Realty Inc.

Powered by:



The listing data above is provided under copyright by the Canadian Real Estate Association. The listing data is deemed reliable but is not guaranteed accurate by the Canadian Real Estate Association nor Zolo.

Neighbourhood

Schools, amenities, travel times, and market trends near 2 - 3382 Vanness Avenue

[Stats](#) [Nearby](#) [Commute](#) [Schools](#)

Area	Price	Days
This Home	\$275,000	250
City Vancouver	\$1,392,322 +3.6%	20 -20.0%
Metro Greater Vancouver	\$1,189,414 +14.5%	18 -30.8%

Note: +/- change calculated year-over-year

[Vancouver Housing Stats](#)

This is Exhibit " 1 " referred to in the
affidavit of Ardeshir Soltani Razagh Sarab
Sworn before me at Vancouver
this 23 day of November A.D. 2021


A Commissioner for taking Affidavits
for British Columbia



\$1,680,000

3384 VANNESS AVENUE
Vancouver, British
Columbia V5R5A8

MLS® Number: C8038829

Description

Donair/Shawarma BUSINESS WITH PROPERTY for sale. Well established profitable Donair Shop/ Mediterranean restaurant running successfully for the past 10 years across a very busy Skytrain station & bus loops in Vancouver. Near 900 sqft CORNER UNIT restaurant with great retail exposure, open kitchen, 10 ft commercial hood/w fire suppression, a beautifully built-in display walk-in cooler, walk-in freezer, wheelchair accessible washroom, storage, 2 underground secure parking, and a huge patio area at front easy to apply for a permit. It is under a residential high rise in a great busy area with ongoing new developments. Can easily turn into any other type of restaurant or food business, and easy to apply for a liquor license. Great opportunity for owner/operators, investors, or families who want to own a business with property, not rent. Showing by appointment only. Staffs are not aware. Please do not disturb the staff. Call listing agent for details or showing. (31372342)

Property Summary

Property Type	Land Size	Built in
Business	0	1993
Annual Property Taxes	Time on REALTOR.ca	
\$8,015.67	160 days	

Building

Building Features

Features	Floor Space
Handicap access	890 sqft

Business

Business Type

Restaurant
(Restaurant)

Maintenance and Condo Information

Maintenance Fees

\$599.97 Monthly

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



Ray Kodabash

☎ 604-916-7212



Team 3000 Realty Ltd.

#305 - 9940 Lougheed Highway
Burnaby, British Columbia V3J1N3

☎ 778-297-3000

📞 604-677-5629



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The MLS® mark and associated logos identify professional services rendered by REALTOR® members of CREA to effect the purchase, sale and lease of real estate as part of a cooperative selling system.



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This is Exhibit " J " referred to in the
affidavit of Ardeschir Saltani Razagh Sarab

Sworn before me at Vancouver
this 23 day of November A.D. 2021


A Commissioner for taking Affidavits
for British Columbia

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(\$):** 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,
 - 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).
- Property Transfer Tax.
- Goods and Services Tax (if applicable).



In addition to the above costs there maybe 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
 - 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.
 - an operating business with or without employees being hired



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8038829

DATE: July 10 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 Interlink Realty		
1.2	Brokerage Address #225 - 8291 Alexandra Road	Richmond	BC V6X1C3
1.3	REALTOR®'s Name Helen Chen	Phone No. (604) 271-3888	
1.4	Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address chen_juanfang@yahoo.ca	Fax No. (604) 275-2578	
1.6	Brokerage Phone No. (604) 271-3888	Fax No. (604) 275-2578	
2. Parties to the Contract			
2.1	Seller 0837963 B.C. LTD.		
	Seller _____		
2.2	Seller's Address 3384 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 Mu Ting Zhang		
	Buyer _____		
2.8	Buyer's Address 312 1838 Renfrew Street Vancouver BC V5M3H9		
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 3384 VANNESS	Vancouver	BC V5R 5A8
3.2	Legal Description of Property STRATA LOT 11, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 889/44454 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 018-366-911		
4. Purchase Price		\$ 1,280,000.00	Clause
4.1	One Million Two Hundred Eighty Thousand Dollars		14

INITIALS DS
MTC [Signature]

3384 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 checked="" type="checkbox"/> Date <u>July 23 2021</u> <input type="checkbox"/> other _____	15
5.2	Amount of Deposit \$ <u>65,000.00</u> <u>Sixty-Five Thousand</u>	15
5.3	Deposit To Be Paid In Trust To Interlink Realty in Trust	15
6. Completion Date		
6.1	Completion Date <u>August 26 2021</u>	17
7. Possession Date		
7.1	Possession Date <u>August 28 2021</u>	18
7.2	Vacant Possession Yes <input type="checkbox"/> No <input type="checkbox"/>	18
7.3	All Existing Tenancies Yes <input type="checkbox"/> No <input type="checkbox"/>	18
8. Adjustment Date		
8.1	Adjustment Date <u>August 28 2021</u>	19
9. Viewing Date		
9.1	Viewing Date <u>June 17 2021</u>	21
10. Agency Disclosure		
10.1	Seller's Designated Agent REALTOR® <u>Reza (Ray) Kodabash</u> REALTOR® _____ Brokerage <u>Team 3000 Realty Ltd.</u>	38A
10.2	Buyer's Designated Agent REALTOR® <u>Helen Chen</u> REALTOR® _____ Brokerage <u>Interlink Realty</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>July 12 2021</u> Time <u>10</u> o'clock <u>p.</u> <u>m</u>	43
12. Schedules		
15	Deposit Attached Yes <input type="checkbox"/> No <input 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 type="checkbox"/>	16
18	Accepted Tenancies Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	20
20B	Excluded Items Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	20
22	Additional Permitted Encumbrances Attached Yes <input 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 type="checkbox"/>	24
41	Additional Terms Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	41

INITIALS DS MTE [Signature]

3384 VANNESS

Vancouver

BC V5R 5A8 PAGE 3 of 6 PAGES

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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3384 VANNESS

Vancouver

BC V5R 5A8 PAGE 4 of 6 PAGES

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.

INITIALS 

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:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described 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):

X

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.

DS	MJE
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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

DS	MJE	X
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INITIALS

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

X

Mu Ting Zhang

SEAL

Mu Ting Zhang

PRINT NAME

BUYER

WITNESS

X

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.

JULY 11, 2021

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

X

SELLER

Authentisign

SEAL

0837963 B.C. LTD.

PRINT NAME

7/11/2021 8:41:00 AM PDT

WITNESS

X

SELLER

SEAL

PRINT NAME

*PREC represents Personal Real Estate Corporation

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

COMMERCIAL CONTRACT OF PURCHASE AND SALE ADDENDUM

MULTIPLE LISTING SERVICE®

MLS® No. C8038829 DATE July/10/2021 PAGE 1 OF 3 PAGES

This form is to be used to add conditions and clauses to the Commercial Contract of Purchase and Sale.

RE: ADDRESS 3384 VANNESS Vancouver BC V5R 5A8

FURTHER TO THE COMMERCIAL CONTRACT OF PURCHASE AND SALE DATED July/10/2021

MADE BETWEEN 0837963 B.C. LTD. AS SELLER(S), AND Mu Ting Zhang AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS: The following subjects are for the sole benefits of the Buyer and maybe waived unilaterally by the Buyer in order to proceed with the completion of the contract.

- 1. Financing: Subject to the Buyer obtaining satisfactory financing on or before July 22, 2021. Seller will allow access to the property for the purpose of property appraisal on reasonable notice.
2. Title Search: Subject to the Buyer, on or before July 22, 2021 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value.
3. Strata documents: Subject to the Buyer, on or before July 22, 2021, obtaining and approving at her sole discretion the following documents during the period from June 2019 to June 2021 with respect to information that reasonably may adversely affect the use or value of the strata lot, including any by-law, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential.

NOTIFICATION OF CHANGES IN BYLAWS OR RULES

The Seller will notify the Buyer before the Completion Date of any notice of a resolution to amend the by-laws or rules of the strata corporation, or the by-laws or rules of a section to which the strata lot belongs, or any amendment to such by-laws, that the Seller has not previously disclosed to the Buyer.

SPECIAL LEVY

If a special levy is approved before the completion date, the Seller shall credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the Strata Property Act and the Seller hereby directs the Buyer's lawyer or notary public to hold back such credit from the sale proceeds and to remit it to the strata corporation.

MONTHLY STRATA FEE, PARKING STALLS AND STORAGE LOCKER

Buyer is aware of a monthly fee of \$ 599.97 payable to the Strata Corporation which covers the strata maintenance and expenses as outlined in the strata minutes, annual operating budget of the strata corporation.

- Parking stall(s) # associated with the strata lot is (are) designated under the following arrangement:
() Part of strata lot
() Limited common property
() Common Property
() Other:

- Storage locker(s) # associated with the strata lot is (are) designated under the following arrangement:
() Part of strata lot
() Limited common property
() Common Property
() Other:

RESTRICTIONS:

Buyer is aware the strata by-laws and regulations contain strata restrictions.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID COMMERCIAL CONTRACT OF PURCHASE AND SALE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

WITNESS lines for signature verification.

BUYER and SELLER signature lines with digital signatures and timestamps.

COMMERCIAL CONTRACT OF PURCHASE AND SALE ADDENDUM

MULTIPLE LISTING SERVICE®

MLS® No. C8038829 DATE July/10/2021 PAGE 2 OF 3 PAGES

This form is to be used to add conditions and clauses to the Commercial Contract of Purchase and Sale.

RE: ADDRESS 3384 VANNESS Vancouver BC V5R 5A8

FURTHER TO THE COMMERCIAL CONTRACT OF PURCHASE AND SALE DATED July/10/2021

MADE BETWEEN 0837963 B.C. LTD. AS SELLER(S), AND Mu Ting Zhang AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

- 4. Seller's company registration documents: Subject to the Buyer, on or before July 22, 2021, receiving seller's company's registration documents on or before July 22, 2021.
5. Assets list: Subject to the Buyer, on or before July 22, 2021, receiving and approving a complete asset list from the seller.
6. PDS: Subject to the Buyer, on or before July 22, 2021, searching and approving a Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the property. If approved, such statement will be incorporated into and from part of this contract.
7. Lawyer's approval: This contract is subject to the Buyer's lawyer's approval of the content of this contract by July 22, 2021.

The contract price of this offer is for both property and business purchases. Seller will provide a breakdown of assets allocation.

Buyer will not take over the current employees. Seller warrants that there's no outstanding payment to all current employees.

Both the Seller and the Buyer agree to transfer business license if this transfer is approved by the City of Vancouver due to current Covid-19 situation.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID COMMERCIAL CONTRACT OF PURCHASE AND SALE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

WITNESS BUYER Mu Ting Zhang B725ACB7FA27424 Mu Ting Zhang
WITNESS BUYER
WITNESS SELLER 0837963 B.C. LTD. 7/11/2021 8:41:09 AM PDT
WITNESS SELLER

COMMERCIAL CONTRACT OF PURCHASE AND SALE ADDENDUM

MULTIPLE LISTING SERVICE®

MLS® No. C8038829 DATE July/10/2021 PAGE 2 OF 2 PAGES

This form is to be used to add conditions and clauses to the Commercial Contract of Purchase and Sale.

RE: ADDRESS 3384 VANNESS Vancouver BC V5R 5A8

FURTHER TO THE COMMERCIAL CONTRACT OF PURCHASE AND SALE DATED July/10/2021

MADE BETWEEN 0837963 B.C. LTD. AS SELLER(S), AND Mu Ting Zhang AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS: APPLIANCES AND EQUIPMENT

Seller warrants the appliances included in the purchase price will be the same as those viewed by the Buyer on June 17, 2021 and that said appliances will be in proper working condition on Possession Date. The Seller will repair or replace any items which may have broken down or damaged between inspection date and possession date. The appliances will be of the same make and model as viewed and the Seller will provide manuals and warranty information, if applicable. The Seller warrants that all equipment and include items are owned outright and not leased or financed. If there are such payments outstanding under such lease/finance agreements, the Seller will make arrangement prior to completion to cancel or payout such items so that the Buyer is not financially responsible.

LEGAL ADVICE

Both the Buyer and the Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry. The parties have been advised to seek independent legal advice prior to executing this contract of purchase and sale.

PROPERTY TRANSFER TAX

Buyer is aware the Property Transfer Tax calculated is 1% on the first \$200,000, 2% between \$200,000 up to and including \$2,000,000, 3% between \$2,000,000 up to and including \$3,000,000 and 5% on the portion greater than \$3,000,000 and is payable by the Buyer on the Completion date unless the Buyer qualifies for an exception. Additional Property Tax of 20% is applicable for foreign entities and taxable trusts.

CLEAN ON POSSESSION DATE

The seller warrants that at the time of completion the property will be professionally cleaned and no debris, or garbage will be left on the property.

AFTER SUBJECT REMOVAL ACCESS

The Seller, at no cost to the Buyer, warrant and guarantee access (maximum 2 times after subject removal) to the property/building/structures by any of the trades for their purposes on reasonable notice, including but not limited to Appraisers, Engineers, Financiers, Environmentalists, Inspectors, Insurers, Surveyors or other Professional Agents/Representative of the Buyer's choice. It is mutually agreed and confirmed that the Buyer's Agent or Representative may accompany the trades when they access.

KEYS 2 The Seller will give to the Buyer(s) 2 or more full sets of all keys to the entire property and garage.

Notwithstanding Section 40A of the Contract, the Seller and the Buyer agree that the Buyer may, without the consent of the Seller, add another name of the Buyer's family member as an additional buyer to the contract or incorporate a company as buyer to the contract. The Seller's consent does not release the Buyer from liability under this contract. The Seller agrees to sign an addendum if the lending institution requires an addendum to add/change names to the contract for the purpose of financing approval. The Seller's consent does not release the Buyer from liability under this contract.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID COMMERCIAL CONTRACT OF PURCHASE AND SALE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

WITNESS BUYER Mu Ting Zhang Mu Ting Zhang
WITNESS BUYER
WITNESS SELLER 0837963 B.C. LTD.
WITNESS SELLER



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: C8038829

DATE: Aug. 11, 2021

PAGE 1 of 1 PAGES

RE: ADDRESS 3384 VANNESS Vancouver BC V5R 5A8

STRATA LOT 11, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 889/44454 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

018-366-911

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED July 5 2021

MADE BETWEEN Mu Ting Zhang AS BUYER, AND

0837963 B.C. LTD. AS SELLER AND COVERING

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

Both the Seller and the Buyer agree to have the subject removal date extended from Aug. 20, 2021 to Sep. 20, 2021.

Both the Seller and the Buyer agree to have the completion date changed from Aug. 26, 2021 to Oct. 15, 2021.

Both the Seller and the Buyer agree to have the possession date changed from Aug. 28, 2021 to Oct. 16, 2021.

Both the Seller and the Buyer agree to have the adjustment date changed from Aug. 28, 2021 to Oct. 16, 2021.


The rest of the contract remains the same.

WITNESS

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WITNESS

DocuSigned by:
Mu Ting Zhang 
BUYER B729ACB7FA27424...

X
BUYER 

X
Authentisign
SELLER 
Aug 11 2021 11:27:19 AM PDT

X
SELLER 

Mu Ting Zhang
PRINT NAME

PRINT NAME

0837963 B.C. LTD.
PRINT NAME

PRINT NAME

*PREC represents Personal Real Estate Corporation

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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: C8038829

DATE: Aug. 11, 2021

PAGE 1 of 1 PAGES

RE: ADDRESS 3384 VANNESS Vancouver BC V5R 5A8

STRATA LOT 11, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 889/44454 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

018-366-911

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED July 5 2021

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The rest of the contract remains the same.

WITNESS

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DocuSigned by:
Mu Ting Zhang
BUYER

BUYER

Authentisign
SELLER
Aug 11, 2021 11:27:19 AM PDT

SELLER

Mu Ting Zhang
PRINT NAME

PRINT NAME

0837963 B.C. LTD.
PRINT NAME

PRINT NAME

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BC 2005 REV. SEPT 2020

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This is Exhibit " K " referred to in the
affidavit of Ardeshir Saltani Razagh Sarab

Sworn before me at Vancouver

this 23 day of November A.D. 2021


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

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,
 - 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. DS
HFB
 Survey Certificate (if required).
 Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.

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

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to 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
 - 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: C8038829DATE: November 08 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>Sunstar Realty Ltd.</u>		
1.2	Brokerage Address <u>6-3003 Kingsway, Vancouver</u>		
1.3	REALTOR®'s Name <u>Michael Yang PREC.</u>	Phone No.	
1.4	Personal Real Estate Corporation <u>Michael Yang PREC.</u>		
1.5	REALTOR®'s Email Address	Fax No.	
1.6	Brokerage Phone No.	Fax No.	
2. Parties to the Contract			
2.1	Seller <u>0837963 B.C. LTD.</u>		
	Seller _____		
2.2	Seller's Address	<u>3384 VANNESS AVENUE</u>	<u>Vancouver 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>KHC THREE HOLDINGS LTD.</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>3384 VANNESS AVE</u>	<u>Vancouver BC V5R 5A8</u>
3.2	Legal Description of Property <u>Strata Lot 11 Plan LMS992 District Lot 37 Land District 36 UNDIV 889/44454 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>018-366-911</u>		
4.	Purchase Price	<u>\$1,450,000.00</u>	Clause
4.1			<u>14</u>
	<u>One Million Four Hundred Fifty Thousand</u>		<u>Dollars</u>

INITIALS DS
HFB

3384 VANNESS AVE

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 2 business day of subject removal</u>	15
5.2	Amount of Deposit \$ <u>80,000.00</u> <u>Eighty Thousand</u>	15
5.3	Deposit To Be Paid In Trust To <u>Sunstar Realty Ltd.</u>	15
6. Completion Date		
6.1	Completion Date <u>January 31 2022</u>	17
7. Possession Date		
7.1	Possession Date <u>February 1 2022</u>	18
7.2	Vacant Possession Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
7.3	All Existing Tenancies Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
8. Adjustment Date		
8.1	Adjustment Date <u>February 01 2022</u>	19
9. Viewing Date		
9.1	Viewing Date <u>November 07 2021</u>	21
10. Agency Disclosure		
10.1	Seller's Designated Agent REALTOR® <u>Ray Kodabash</u> REALTOR® _____ Brokerage <u>Team 3000 Realty Ltd.</u>	38A
10.2	Buyer's Designated Agent REALTOR® <u>Michael Yang PREC.</u> REALTOR® _____ Brokerage <u>Sunstar 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>November 10 2021</u> Time <u>11:59 PM</u> o'clock ___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 type="checkbox"/> No <input checked="" type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	20
20B	Excluded Items Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	20
22	Additional Permitted Encumbrances Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	22
23	Additional Seller's Warranties and Representations Attached Yes <input type="checkbox"/> No <input checked="" 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

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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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- 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 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:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described 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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- 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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INITIALS

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.

DocuSigned by: KHC THREE HOLDINGS LTD.
WITNESS BUYER BUYER
PRINT NAME 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 NON-RESIDENT OF CANADA as defined under the Income Tax Act.

WITNESS SELLER SELLER
PRINT NAME PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: C8038829

DATE: November 08 2021

PAGE 1 of 5 PAGES

RE: ADDRESS 3384 VANNESS AVE Vancouver BC V5R 5A8

Strata Lot 11 Plan LMS992 District Lot 37 Land District 36 UNDIV 889/44454 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

018-366-911

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 8 2021

MADE BETWEEN KHC THREE HOLDINGS LTD. AS BUYER, AND

0837963 B.C. LTD. AS SELLER AND COVERING

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

Buyer's Subject condition:

- #1. Subject to the buyer on or before Dec 20, 2021, confirming the ability to secure the necessary financing.
- #2. Subject to the Buyer on or before Dec 20, 2021, obtaining and approving the followings document from the seller.
 - a. Title search
 - b. Last 2 years of strata all meeting minutes, bylaw, engineering report if any, strata plan, strata insurance.
 - c. Business financial statement of last two year.
 - d. Business asset Equipment list.
- #3. Subject to the buyer , on or before Dec 20, 2021 obtain and satisfying review the property inspection report at sole cost of the buyer.

The above condition are for sole benefit of the buyer.

_____	X		<u>KHC THREE HOLDINGS LTD.</u>
WITNESS	BUYER		PRINT NAME
_____	X		_____
WITNESS	BUYER		PRINT NAME
_____	X		<u>0837963 B.C. LTD.</u>
WITNESS	SELLER		PRINT NAME
_____	X		_____
WITNESS	SELLER		PRINT NAME

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0837963 B.C. LTD. AS SELLER AND COVERING

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

Non-Competition

For a period of 3 years from the completion date, the Seller shall not anywhere within a 5 kilometer radius from the business premises without the prior consent in writing of the Purchaser in any other manner whatsoever directly or indirectly carry on or employed in any business or activity of the nature now carried on by the Seller.

Assets

The Buyer is purchasing the Property with the Business Asset. All liabilities occurring on the Business by the completion date are obligation of the Seller. The Buyer is not purchasing any share of the operating or owned company of the Business.

Included Assets:

The Property.

- all equipment, fixtures, furnishings, machinery used in connection with the Business;
all rights, title, benefit, and interest under all material contracts of the Business;
all permits, licenses, consents, authorizations, and approvals pertaining to the Business which are assignable;
the goodwill of the Business, inside and outside signs, and phone number of the Business. (Telephone No: _____), and Business Name .

Excluded Assets:

- The following property and assets are specifically excluded from the Purchase and Sale;
cash on hand or on deposit at the close of business on the Completion date;
all accounts, prepaid expenses, deposits and notes receivable at the close of business on the Completion date; and
any chattels exempted from the Purchase and Sales as set out in any schedule to this contract.

Notwithstanding anything herein, this is a purchase of assets only, and no obligations, liabilities, and encumbrances whatsoever of the Business are being assumed or acquired by the Buyer nor is Buyer obliged to carry on the Business in any fashion.

DocuSigned by:

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KHC THREE HOLDINGS LTD.

WITNESS

X BUYER

PRINT NAME

WITNESS

X BUYER

PRINT NAME

WITNESS

X SELLER

0837963 B.C. LTD.

PRINT NAME

WITNESS

X SELLER

PRINT NAME

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Strata Lot 11 Plan LMS992 District Lot 37 Land District 36 UNDIV 889/44454 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

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018-366-911

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 8 2021

MADE BETWEEN KHC THREE HOLDINGS LTD. AS BUYER, AND

0837963 B.C. LTD. AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS: Representations, Covenants and Warranties of Seller

g) On the closing date there will not be any litigious proceedings affecting the Business;

Seller has no outstanding orders with respect to the Business complies with all by-laws and regulations, including Building, Health, Fire, License, Zoning, Planning and Electrical on the date of Completion.

all government licenses an permits required for the conduct of the Business and the uses to which the Assets have been put have been obtained and are in good standing and such conduct and uses are not in breach of any statute, by-law. Regulation, covenant, restriction, plan or permit to the knowledge of Seller;

Seller shall have paid all taxes properly payable at the time closing, including all money properly payable at the time of closing, including all money properly payable to employees, the Workers' Compensation Board and Canada Customs and Revenue Agency;

There is no employee who cannot be dismissed for cause or upon proper notice without cause. All existing employee of Seller employed at the business will be terminated by Seller at Closing and paid all salaries, benefits and holding pay to Closing. Buyer may rehire the said employees at the Business as at the Closing Date upon similar terms;

Until possession is transferred, the Seller agrees to operate the Business in the ordinary course without material change and to maintain the Business premises, including heating, cooling, Plumbing, and electrical systems, built-in-fixtures, together with all other equipment and assets included in this sale in working order, and to maintain and leave the premises in a clean, orderly condition.

All equipment included in the sale is being purchased on an "as is" basis without warranty of merchantability or fitness for any particular purpose; however, at the completion of this sale, all equipment (state in this contract) shall be in working condition, and the Seller, at its sole expense and at the Purchaser's option, shall on or prior to the completion of this sale, repair or replace all equipment not in working condition.

WITNESS

X BUYER

DocuSigned by: Livi fang (Livi) C654EA2FAEAD46B...

KHC THREE HOLDINGS LTD. PRINT NAME

WITNESS

X BUYER



PRINT NAME

WITNESS

X SELLER



0837963 B.C. LTD. PRINT NAME

WITNESS

X SELLER



PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO: C8038829

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MADE BETWEEN KHC THREE HOLDINGS LTD. AS BUYER, AND

0837963 B.C. LTD. AS SELLER AND COVERING

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

Authority

The Purchaser and Seller each warrant to the other that they respectively have the full power and authority to enter into this Contract and to conclude the transaction described herein, and no contract or agreement to which either the Purchaser or the Seller is a party prevents either of them concluding the transaction described herein, nor is the consent of any government authority or third party required.

Holdback

The Sum of \$20000 shall be held back by the Buyer's Solicitor for a maximum of 45 days in the Trust Account until the Buyer's Solicitor has completed the required searches of the followings, in connection with the business in question.

payment of Social Service Tax remittance of assessments payable under the Worker's Compensation Board Act

no lien, charges or claim under Employment Standard Act
G. S. T. remitted

Outstanding orders of Health, Fire and Municipal Government.
Payroll remittance and
Corporate Tax

DocuSigned by:

hui fangli kubi
C054EA2FAEAD46B...

WITNESS

BUYER

KHC THREE HOLDINGS LTD.
PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

0837963 B.C. LTD.
PRINT NAME

WITNESS

SELLER

PRINT NAME

*PREC represents Personal Real Estate Corporation

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



Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

BC Financial Services Authority

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

Keep this information page for your reference.

You can work with a real estate professional in one of the following ways:

AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
 - your reasons for buying, selling or leasing
 - your minimum/maximum price
 - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

Your Relationship with a Real Estate Professional

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (check one):

- representing you as my client
- not representing you as a client

Michael Yang PREC*

Name

Team name and members, if applicable. The duties of a real estate professional as outlined in this form apply to all team members.

Signature

Date

Notes:

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Your Relationship with a Real Estate Professional** consumer information page and this disclosure form.

KHC THREE HOLDINGS LTD

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

BCFSA BC Financial Services Authority / Disclosure of Remuneration

WHEN A REAL ESTATE LICENSEE ANTICIPATES RECEIVING REMUNERATION* AS A RESULT OF PROVIDING REAL ESTATE SERVICES TO YOU OR ON YOUR BEHALF (OTHER THAN ANY REMUNERATION PAID DIRECTLY BY YOU, THE CLIENT), THEY ARE REQUIRED TO ADVISE YOU OF THIS IN WRITING.

**Remuneration includes any form of remuneration, including any commission, fee, gain or reward, whether the remuneration is received, or is to be received, directly or indirectly.*

PART A: CLIENT INFORMATION	
Notice to (name of client) KHC THREE HOLDINGS LTD	
Street address of subject real estate 3384 VANNESS AVE Vancouver BC V5R 5A8	
PART B: DISCLOSURE OF COMMISSION (complete only one of the following in Part B)	
DISCLOSURE OF COMMISSION WHEN ACTING FOR ONE PARTY	
I _____ am licensed under the <i>Real Estate Services Act</i> and I disclose to you that my related brokerage (name of licensee)	
_____ anticipates receiving a commission of _____ (name of brokerage) (indicate amount or method of calculation)	
from _____ with respect to real estate services provided to you or on your behalf in relation to the subject real estate. (name of individual or organization)	
DISCLOSURE OF COMMISSION WHEN ACTING AS DUAL AGENT	
I _____ am licensed under the <i>Real Estate Services Act</i> and I disclose to you that my related brokerage (name of licensee)	
_____ anticipates receiving a commission of _____ (name of brokerage) (indicate amount or method of calculation)	
from _____ with respect to real estate services provided to you, and to the other party to the transaction, (name of individual or organization)	
in relation to the subject real estate.	
PART C: DISCLOSURE OF REFERRAL FEES AND OTHER REMUNERATION NOT DISCLOSED IN PART B	
I _____ am licensed under the <i>Real Estate Services Act</i> and I disclose to you that my related brokerage (name of licensee)	
_____ will receive or anticipates receiving remuneration in the form of or amount of (name of brokerage)	
_____ from _____ as a result of my recommendation or referral of: (indicate form or amount of remuneration) (name of individual or organization)	
(a) you to the following individual or organization _____; or (name of individual or organization)	
(b) the following individual or organization _____ to you. (name of individual or organization)	
(c) the following individual or organization (who is a party to your real estate transaction) _____ to another real estate licensee. (name of individual or organization)	
PART D: ACKNOWLEDGEMENT	
This disclosure is made to you in compliance with section 56 of the Real Estate Services Rules, at _____ on _____ (place) (date)	
Name of Licensee _____	Signature of Licensee _____
The undersigned acknowledges receipt of this Disclosure of Remuneration Form at _____ on _____ (place) (date)	
Signature of person/persons to whom disclosure has been made: _____ DocuSigned by: <i>hui fang (hui)</i>	

A COPY OF THIS DISCLOSURE IS NOT REQUIRED BY BCFSA UNLESS SPECIFICALLY REQUESTED.

To help you sell, buy or lease real estate, REALTORS®, brokerages and real estate boards need to collect, use and disclose some of your personal information. This form provides you with information about, and obtains your consent to, such information handling practices.

DEFINITIONS

Personal Information means any identifiable information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

A **REALTOR®** is a member of a real estate board, the British Columbia Real Estate Association (BCREA) and of The Canadian Real Estate Association (CREA). REALTORS® in BC are licensed under the *Real Estate Services Act*. **Brokerage** refers to the real estate company where your REALTOR® is licensed. The **boards** are British Columbia real estate boards that are members of BCREA. REALTORS® provide MLS® services, which are professional services to effect the purchase and sale of real estate as part of a co-operative selling system, otherwise known as an MLS® System. A **MLS® System** is a member-to-member cooperative selling system for the purchase, sale or lease of real estate that is owned or controlled by a board, includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism, and cooperation amongst REALTOR® members.

How is my personal information collected?

Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with the REALTOR® to whom you are giving this consent. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

To whom may my personal information be disclosed?

Your information may be disclosed to (or may be accessible by) the boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, BCREA, the Real Estate Council of British Columbia (RECBC), CREA and members of the public, for the purposes described below.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information, unless it is otherwise available through public registries or publications (e.g., Land Title Offices, BC Assessment, REALTOR.ca).

Your personal information may be transferred to or stored in a foreign country, in which case the governments, courts, law enforcement, or regulatory agencies of that country may be able to obtain access to your personal information through the laws of that foreign country.

Why is my personal information collected, used and disclosed?

Your personal information may be collected, used and disclosed for some or all of the primary uses set out below.

- 1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.
- 1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.
- 1c) To market your property through any other media (both print and electronic).
- 1d) To help you locate a suitable property to buy or lease.
- 1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

1f) To allow the boards (including REALTORS®) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the MLS® System and handled in accordance with its and the boards' terms and conditions, and published by the boards from time to time for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).

1g) To enforce codes of professional conduct and ethics for REALTORS® (by cooperating with the boards, BCREA, RECBC, CREA and other regulatory bodies).

1h) To comply with legal requirements and to act pursuant to legal authorizations. The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

Will my personal information be collected, used and disclosed for any other purposes?

Your personal information may also be collected, used and disclosed for the secondary uses set out below. These secondary uses are optional. If you do not want your personal information used or disclosed for any of these secondary uses, you may opt out of granting consent to any of them by initialing the "Opt Out" box(es) to the right of the secondary use(s) to which you do not want to consent.

- 2a) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you in the future to determine whether you require additional real estate services. Opt Out
- 2b) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you to provide information about other products or services that may interest you.
- 2c) Other REALTORS® may communicate with you to determine if you require additional real estate services.
- 2d) The boards, and other REALTORS® or their brokerage (and survey firms on their behalf) may communicate with you to participate in surveys.

(Initials)

You may withdraw your consent to any or all of the secondary uses in the future by contacting the REALTOR® to whom you are giving this consent or that REALTOR®'s board's privacy officer.

Contact information for all boards can be obtained from BCREA (website www.bcrea.bc.ca or telephone 604.683.7702).

ACKNOWLEDGEMENT

I/We consent to the collection, use and disclosure of personal information as described in this Privacy Notice and Consent form.

KHC THREE HOLDINGS LTD

PRINT NAME

DocuSigned by:
Hui Fang Kubi
SIGNATURE
C654EA2FAEAD46B...

DATE

PRINT NAME

SIGNATURE

DATE

Michael Yang PREC*
REALTOR®

Sunstar Realty Ltd.
BROKERAGE



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