



This is the 1<sup>st</sup> affidavit of  
Mohammad Reza Khodabakhsh in this case  
and was made on December 6, 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, YUEN MEI LIN CHAN, CHE WING CHAN, YAT SIN WONG  
ARDESHIR SOLTANI RAZAGH SARAB, 0837963 B.C. LTD

RESPONDENTS

**AFFIDAVIT**


I, Mohammad Reza Khodabakhsh real estate agent, of 305 – 9940 Lougheed Highway, in the City of Burnaby, Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a real estate agent with Team 3000 Realty 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. In or around June 15, 2021 I was retained by Ardeshir Soltani Razagh Sarab's company, 0837963 B.C. Ltd, to sell strata lot 11 ("SL11") in Strata Plan LMS 992 (the "Strata Corporation"). I was also retained by Mr. Sarab to sell Donair Land, the business that operates out of SL11.
3. Attached and marked as **Exhibit "A"** to this my affidavit is a true copy of the Multiple Listing Contract between myself and 0837963 B.C. Ltd.

4. Commercial spaces in the Joyce-Collingwood neighbourhood and, more specifically, the immediate areas around Vanness Avenue and the Joyce Station SkyTrain stop are rare and in high demand.
5. In or around June 2021 I sent Mr. Sarab a list of MLS listings, which set out pricing for comparable commercial spaces.
6. Attached hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of the MLS Listings I provided to Mr. Sarab.
7. Attached hereto and marked as **Exhibit "C"** to this my affidavit are true copies of the Detailed Tax Reports for commercial units in the Joyce-Collingwood neighbourhood, including SL11.
8. On my advice, SL11 and Donair Land were listed together for \$1,680,000.
9. Attached hereto and marked as **Exhibit "D"** to this my affidavit is a true copy of the MLS listing for SL11.
10. Since listing SL11 and Donair land I have received 2 or 3 inquires that have not resulted in written offers. The prospective purchasers in each case indicated that they did not make a written offer because of the wind-up resolution.
11. SL11 and Donair Land have also received 2 written offers.
12. The first written offer was for \$1,280,000 and was made in or around July 2021 by Mu Ting Zhang. A purchase and sale agreement was entered into on July 10, 2021. Unfortunately, Mr. Zhang terminated the agreement just hours before the deposit was due to be paid.
13. It is my understanding that Mr. Zhang terminated the agreement as a result of the wind-up resolution. I was advised that even if Mr. Zhang wanted to proceed with the deal, the proposed payment under the wind-up resolution was not acceptable.
14. The second offer was for \$1,450,000 and was made on or around November 8, 2021 by KHC Three Holdings Ltd. ("KHC"). However, when KHC was advised of the Strata Corporation's wind-up resolution, it pulled the offer.
15. When I invited KHC to make an offer for a lower amount, I was again advised that the proposed payment under the wind-up resolution was not acceptable.

16. Attached hereto and marked as **Exhibit "E"** to this my affidavit is a true copy of a November 10, 2021 email I sent to Counsel for the Respondents, Claire Armstrong, regarding the written offer from KHC.


SWORN BEFORE ME at the City of North Vancouver, in the Province of British Columbia, this 6 day of December, 2021

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

  
\_\_\_\_\_  
Mohammad Reza Khodabakhsh

**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 Mohammad Reza Khodabakhsh  
Sworn before me at Vancouver  
this 6 day of December, A.D. 2021

  
A Commissioner for taking Affidavits  
for British Columbia



**MULTIPLE LISTING SERVICE®**

**MULTIPLE LISTING CONTRACT**

MLS® OFFICE USE ONLY	
DATE <b>June 14 2021</b>	LISTING MLS® NO

BETWEEN: 0837963 B.C. LTD.  
 OWNER(S) ("SELLER")  
~~0837963 B.C. LTD.~~ **[AS]**  
 OWNER(S) ("SELLER")  
3384 VANNESS AVE.  
 UNIT ADDRESS  
VANCOUVER BC V5R 5A8  
 CITY PROV PC  
604-562-3010  
 TELEPHONE NUMBER CELL NUMBER

AND: Team 3000 Realty Ltd.  
 ("LISTING BROKERAGE")  
#305 - 9940 Lougheed Highway  
 UNIT ADDRESS  
Burnaby BC V3J1N3  
 CITY PROV PC  
(778) 297-3000 604-916-7212  
 TELEPHONE NUMBER CELL NUMBER

**1. LISTING AUTHORITY AND TERM:**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from  
June 14 2021 (Effective Date) until 11:59 pm on June 14 2022 (Expiry Date)  
 MONTH DAY YEAR MONTH DAY YEAR  
 unless renewed in writing.

B. The Seller hereby:

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

**2. PROPERTY:** 3384 VANNESS AVE.  
 UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION  
VANCOUVER V5R 5A8  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
018-366-911 BUSINESS WITH THE PROPERTY  
 PID OTHER PID(S)

**STRATA LOT 11, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 889/44454 SHARE IN COM PROP THEREINTOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT ASSHOWN ON FORM 1 OR V, AS APPROPRIATE**

LEGAL DESCRIPTION

**BUSINESS WITH PROPERTY FOR SALE**

**3. TERMS OF SALE:**

\$ 1,680,000.00 TBD  
 LISTING PRICE TERMS

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

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

INITIALS

			<b>[AS]</b>
--	--	--	-------------

ADDRESS

5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:
  - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
    - (a) within sixty (60) days after the expiration of the term of this Contract; or
    - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause;
 provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
  - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase.
- B. The Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage.
- C. The Seller agrees that, to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:  
**5% OF 1ST 100K+2.5% OF THE BALANCE**

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

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:  
**\*3.225% OF 1ST 100K+1.15% OF THE BALANCE WITH 1ST INTRODUCTION AND PRESENT AT ALL SHOWINGS OTHERWISE 1% OF THE SELLING PRICE.**

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

**\*1.775% OF 1ST 100K+1.35% OF THE BALANCE WITH BUYER AGENT'S 1ST INTRODUCTION AND PRESENCE AT ALL SHOWINGS, OTHERWISE FULL COMMISSION IN D(i) MINUS 1% OF THE SELLING PRICE: D(i) - 1%.**

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

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:  
**\*2% OF THE SELLING PRICE (DISCOUNTED COMMISSION)**

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

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

6. ASSIGNMENT OF REMUNERATION: The Seller hereby irrevocably:

- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
- B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
- C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.

INITIALS

				AS
--	--	--	--	----

ADDRESS

**7. DESIGNATED AGENCY:**

- A. Subject to Clause 7C(iii) the Listing Brokerage designates Ray Kodabash

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

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

**8. THE DESIGNATED AGENT WILL:**

- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
- D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
- E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and *Real Estate Services Act* Rule 3-4;
- F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
- G. Exercise reasonable care and skill in their performance under this Contract;

**9. THE LISTING BROKERAGE AGREES:**

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

**10. THE SELLER AGREES:**

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

INITIALS 

			AS
--	--	--	----



ADDRESS

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
  - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
  - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
  - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
  - (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.
- B. The personal information provided by the Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

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

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
  - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;

INITIALS 

			AS
--	--	--	----



3384 VANNESS AVE.

VANCOUVER

BC V5R 5A8 PAGE 5 of 6 PAGES

- ADDRESS (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
- (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act Rules*.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
- (ii) cease all marketing activities on behalf of the Seller;
- (iii) remove all signs from the Property; and
- (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:

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

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

SIGNED, SEALED AND DELIVERED THIS 14th OF June, YR. 2021.

The Seller declares their residency:


RESIDENT OF CANADA


<input type="checkbox"/>	<input checked="" type="checkbox"/>
INITIALS	AS

NON-RESIDENT OF CANADA

<input type="checkbox"/>	<input type="checkbox"/>
INITIALS	

as defined under the *Income Tax Act*.

Authentisign  
 ARDESHIR SOLTANI  
 SELLER'S SIGNATURE 0837963 B.C. LTD. 

Authentisign  
 ARDESHIR SOLTANI  
 SELLER'S SIGNATURE 0837963 B.C. LTD. 

WITNESS

Team 3000 Realty Ltd.  
 LISTING BROKERAGE (PRINT) 

Per: MANAGING BROKER'S SIGNATURE/AUTHORIZED SIGNATORY

Ray Kodabash  
 DESIGNATED AGENT (PRINT) 

DESIGNATED AGENT'S SIGNATURE 

\*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®).

## MULTIPLE LISTING CONTRACT SCHEDULE "A"

3384 VANNESS AVE.

VANCOUVER

BC V5R 5A8 PAGE 6 of 6 PAGES

ADDRESS

I will provide you with all of the benefits of the Team 3000 Realty name and network, utilize the necessary tools of the Multiple Service, provide you with the knowledge and experience of the Team 3000 Realty group of Realtors, and apply all of my marketing, evaluation, and negotiating skills, at my discretion as a professional Realtor to facilitate the successful sale of your business and the property at a price and terms acceptable to you.

In order to assist in effecting sale of your property and business, I will use reasonable efforts to market the business and promote your interests, including:

- Entry into the Commercial Multiple Listing Service with up to 20 photos.
- Showcasing on Realtor.ca, Icx.ca for the public[also known as C-MLS.ca], my website (www.RayKodabash.com) and Team3000Realty.com to include business features and pictures.
- Cooperating with other REALTORS and brokerages working with their buyers.
- Responding to consumer and REALTOR inquiries.
- Showing your business at a time convenient and acceptable to you.
- Advertising on Craigslist, various websites, etc.
- Follow-Up on Buyers or Buyer Agent's showings via email/phone report.
- Disclosing in a timely manner to Seller[s] all feedbacks or facts affecting the transaction known to us.
- Collecting/Reviewing/Preparing documents related to transactions regarding the business.
- Assisting Seller[s] with all offer presentations.
- Reviewing/Preparing Contracts of Purchase and Sale submitted for Seller[s]'s consideration.
- Negotiating favorable terms and conditions with a buyer.
- Assisting in the completion and closing process.

Seller will provide:

- Copy of Lease, Assignment of the Lease and schedules(if any).
- Copy of Incorporation Documents (if any),
- Financial report, Sales records & Tax assessment report.
- List of equipment, fixture, lease improvements.
- Copy of most recent bills (utility/phone/wifi/alarm/insurance, rent, etc),
- Copy of Business Licenses and Permits, Health Dep report, Fire Dep report, Sign permissions(if any), etc.
- Any other info or documents that a potential buyer should be aware of before making an offer.
- Selling price does not include inventory. Buyer pays for the inventory on the possession date once it is calculated and the amount is determined based on the cost price of all items.
- The seller acknowledges the commission indicated on 5 is a discounted commission and it is final including when no buyer agent involved in the sales transaction.

INITIALS

AS

This is Exhibit " **B** " referred to in the  
affidavit of **Mohammad Reza Khodabakhsh**  
Sworn before me at **Vancouver**.....  
this **6**... day of **December**...A.D. 20**21**

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

ACTIVE  
C8038390

Listing Date: 5/18/2021  
Expiry Date: 11/18/2021  
DOM: 146 Board: V  
Orig. Price: \$1,100,000 Prev. Price: \$0

3378 VANNESS AVENUE  
Collingwood VE  
Vancouver East  
V5R 5A8



For Sale

Retail  
Retail

For Sale Price: \$1,100,000  
Leased/Sold Date:  
Price:



Zoning Code: CD-1 Gross Prop \$5,937.97 Tax Yr: 2021 Sale Asset  
P.I.D.#: 018-366-899 Building/Complex Name:

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

MEASUREMENTS:

Subj. Space Sq.Ft: 675 Space Avail for Lse:  
Subj. Space Width Whse/Indust.Sq.Ft:  
Subj. Space Depth: Office Area Sq. Ft:  
Main Resid. Sq.Ft: Retail Area Sq. Ft: 675  
Land Size Acres: 0.00 Mezzanine Sq. Ft:  
Acres Freehold: Other Area Sq. Ft:  
Acres Leasehold: Min. Divisible Space:  
Subj Prop Width ft.: Max. Contig. Space:  
Subj Prop Depth ft.:

LEASE DETAILS:

Lease Type:  
Lease Expiry Date:  
Lse Term/Months:  
Is a Sub-lease?:  
Strata Fees/Month:  
Seller's Int.: Registered Owner  
Int. In Land: Freehold, Strata  
Occupancy: Tenant

NET / GROSS RENT DETAILS:

Basic Rent per Annum/SF:  
Est. Additional Rent / SF:  
Basic Rent per Month:  
Est. Add. Rent per Month:  
Basic Rent per Annum:  
Gross Rent per Annum/SF:  
Gross Rent per Month:  
Gross Rent per Annum:

BASIC BUILDING & PROPERTY DETAILS:

# of Buildings: # of Docks  
# of Storeys: # of Grade Doors:  
# of Elevators: # of Loading Doors:  
# Parking Spaces: Clear Ceiling Ht (ft):  
Year Built: 1993 Class of Space:  
Building Type: Mixed Use, Street-Level Storefront  
Potential to Redevelop? Comments:  
Environ. Assess.Done? No Comments:

MULTI-FAMILY DETAILS:

# of Bachelor Apts:  
# of Studio Apts:  
# of 1 Bdrm Apts:  
# of 2 Bdrm Apts:  
# of 3 Bdrm Apts:  
# of 4+ Bdrm Apts:  
# of Penthouse Apts:  
Total # of Apts  
# of Other Units:  
Total # of Units:  
APOD Cap Rate

BUS/BWP & AGR DETAILS:

Major Business Type:  
Minor Business Type:  
Business Name (d.b.a.):  
Bus. Oper. Since (yr):  
Confidentiality Reqd:  
Major Use Description:

LEGAL: STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

REALTOR Masks mandatory during showings. Full info @ www.PatsyHui.com > Listings > Commercial for Sale > Vancouver (East)  
REMARKS: [https://rem.ax/3wFC7kBJ].

DESIGNATED AGENT(S):

- 1 Patsy Hui - CONTC: 604-275-9787  
RE/MAX Westcoast - OFC: 604-273-2828
- 2
- 3

APPOINTMENT INFORMATION:

Contact Listing REALTOR@  
Patsy Hui (no text msg)  
604-275-9787  
Virtual Tour: VirtualTourLink  
Brochure:

Commission: 3.255% ON 1ST \$100,000.-; 1.1625% ON BALANCE

Seller/Landlord: Kenneth Kwok Ying CHAN & Mei Lin Yuen CHAN  
Sell Firms: 1. 2. 3.  
Buyer Agents: 1. 2. 3.

The above information is provided by members of the BC Northern Real Estate Board, Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver (the Boards) and is from sources believed reliable but should not be relied upon without verification. The Boards assume no responsibility for its accuracy. PREC\* indicates Personal Real Estate Corporation.

**ACTIVE**  
**C8038389**  
 Listing Date: 5/18/2021  
 Expiry Date: 11/18/2021  
 DOM: 146 Board: V  
 Orig. Price: \$1,598,000 Prev. Price: \$0

**3382 VANNESS AVENUE**  
**Collingwood VE**  
**Vancouver East**  
**V5R 5A8**

**For Sale**  
**Retail**  
**Retail**  
 For Sale Price: **\$1,598,000**  
 Leased/Sold Date:  
 Price:



Zoning Code: CD-1 Gross Prop **\$8,055.54** Tax Yr: 2021 Sale **Asset**  
 P.I.D.#: 018-366-902 Building/Complex Name:

**East Vancouver, strata unit in a commercial/residential concrete building. Close to Joyce Sky Train Station. 966 sq.ft. 24'8" frontage Existing good tenant till end June 2024, average net rent : \$4,260 per month with 3.2% net return.**

**MEASUREMENTS:**

Subj. Space Sq.Ft:	<b>966</b>	Space Avail for Lse:	
Subj. Space Width		Whse/Indust.Sq.Ft:	
Subj. Space Depth:		Office Area Sq. Ft:	
Main Resid. Sq.Ft:		Retail Area Sq. Ft:	<b>966</b>
Land Size Acres:	<b>0.00</b>	Mezzanine Sq. Ft:	
Acres Freehold:		Other Area Sq. Ft:	
Acres Leasehold:		Min. Divisible Space:	
Subj Prop Width ft.:		Max. Contig. Space:	
Subj Prop Depth ft.:			

**LEASE DETAILS:**

Lease Type:  
 Lease Expiry Date:  
 Lse Term/Months:  
 Is a Sub-lease?:  
 Strata Fees/Month:  
 Seller's Int.: **Registered Owner**  
 Int. In Land: **Freehold, Strata**  
 Occupancy: **Tenant**

**NET / GROSS RENT DETAILS:**

Basic Rent per Annum/SF:  
 Est. Additional Rent / SF:  
 Basic Rent per Month:  
 Est. Add. Rent per Month:  
 Basic Rent per Annum:  
 Gross Rent per Annum/SF:  
 Gross Rent per Month:  
 Gross Rent per Annum:

**BASIC BUILDING & PROPERTY DETAILS:**

# of Buildings:	# of Docks	Comments:
# of Storeys:	# of Grade Doors:	Comments:
# of Elevators:	# of Loading Doors:	
# Parking Spaces:	Clear Ceiling Ht (ft):	
Year Built: <b>1993</b>	Class of Space:	
Building Type: <b>Mixed Use, Street-Level Storefront</b>		
Potential to Redevelop?		Comments:
Environ. Assess.Done? <b>No</b>		Comments:

**MULTI-FAMILY DETAILS:**

# of Bachelor Apts:  
 # of Studio Apts:  
 # of 1 Bdrm Apts:  
 # of 2 Bdrm Apts:  
 # of 3 Bdrm Apts:  
 # of 4+ Bdrm Apts:  
 # of Penthouse Apts:  
 Total # of Apts  
 # of Other Units:  
 Total # of Units:  
 APOD Cap Rate

**BUS/BWP & AGR DETAILS:**

Major Business Type:  
 Minor Business Type:  
 Business Name (d.b.a.):  
 Bus. Oper. Since (yr):  
 Confidentiality Reqd:  
 Major Use Description:

**LEGAL: STRATA LOT 10, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 894/44454 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**

**REALTOR** Masks mandatory during showings. Full info @ [www.PatsyHui.com](http://www.PatsyHui.com) > Listings > Commercial for Sale > Vancouver (East)  
**REMARKS:** [<https://rem.ax/3hG5aQF>].

**DESIGNATED AGENT(S):**

1 **Patsy Hui - CONTC: 604-275-9787**  
 RE/MAX Westcoast - OFC: 604-273-2828  
 2  
 3

**APPOINTMENT INFORMATION:**

Contact Listing REALTOR®  
**Patsy Hui (no text msg)**  
**604-275-9787**  
 Virtual Tour: **VirtualTourLink**  
 Brochure:

Commission: **3.255% ON 1ST \$100,000.-; 1.1625% ON BALANCE**

Seller/Landlord: **CHE WING CHAN; YAT SIN WONG**  
 Sell Firms: 1.  
 Buyer Agents: 1.

2.  
 3.

The above information is provided by members of the BC Northern Real Estate Board, Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver (the Boards) and is from sources believed reliable but should not be relied upon without verification. The Boards assume no responsibility for its accuracy. PREC\* indicates Personal Real Estate Corporation.

**ACTIVE**  
**C8038829**

Listing Date: 6/14/2021

Expiry Date: 6/14/2022

DOM: 119 Board: V

Orig. Price: \$1,680,000 Prev. Price: \$0

**3384 VANNESS AVENUE**  
**Collingwood VE**  
**Vancouver East**  
**V5R 5A8**

**For Sale Business with Property**  
**Business with Property**

For Sale Price: **\$1,680,000**

Leased/Sold Date:

Price:



Zoning Code: CD-1 Gross Prop **\$8,015.67** Tax Yr: 2020 Sale **Asset**

P.I.D.#: 018-366-911 Building/Complex Name: **JOYCE PLACE**

**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.**

**MEASUREMENTS:**

Subj. Space Sq.Ft: **890** Space Avail for Lse:  
Subj. Space Width Whse/Indust.Sq.Ft:  
Subj. Space Depth: Office Area Sq. Ft:  
Main Resid. Sq.Ft: Retail Area Sq. Ft:  
Land Size Acres: **0.00** Mezzanine Sq. Ft:  
Acres Freehold: Other Area Sq. Ft:  
Acres Leasehold: Min. Divisible Space:  
Subj Prop Width ft.: Max. Contig. Space:  
Subj Prop Depth ft.:

**LEASE DETAILS:**

Lease Type:  
Lease Expiry Date:  
Lse Term/Months:  
Is a Sub-lease?:  
Strata Fees/Month: **\$599.97**  
Seller's Int.: **Registered Owner**  
Int. In Land: **Strata**  
Occupancy: **Owner**

**NET / GROSS RENT DETAILS:**

Basic Rent per Annum/SF:  
Est. Additional Rent / SF:  
Basic Rent per Month:  
Est. Add. Rent per Month:  
Basic Rent per Annum:  
Gross Rent per Annum/SF:  
Gross Rent per Month:  
Gross Rent per Annum:

**BASIC BUILDING & PROPERTY DETAILS:**

# of Buildings: # of Docks  
# of Storeys: # of Grade Doors:  
# of Elevators: # of Loading Doors:  
# Parking Spaces: **2** Clear Ceiling Ht (ft):  
Year Built: **1993** Class of Space:  
Building Type: **Condo Strata Complex, High-Rise (5+ storeys),**  
Potential to Redevelop? Comments:  
Environ. Assess.Done? **Not Applicable** Comments:

**MULTI-FAMILY DETAILS:**

# of Bachelor Apts:  
# of Studio Apts:  
# of 1 Bdrm Apts:  
# of 2 Bdrm Apts:  
# of 3 Bdrm Apts:  
# of 4+ Bdrm Apts:  
# of Penthouse Apts:  
Total # of Apts  
# of Other Units:  
Total # of Units:  
APOD Cap Rate

**BUS/BWP & AGR DETAILS:**

Major Business Type:  
**Food & Beverage**  
Minor Business Type:  
**FB - Restaurant**  
Business Name (d.b.a.):  
**DONAIR LAND**  
Bus. Oper. Since (yr): **2011**  
Confidentiality Reqd: **Yes**  
Major Use Description:

**LEGAL: 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**

**REALTOR Business with Property for sale. All showing by appointment only. All measurement is approx., buyer or buyer agent to verify if REMARKS: important. To receive strata documents, please email ray@raykodabash.com**

**DESIGNATED AGENT(S):**

- 1 **Ray Kodabash - CONTC: 604-916-7212**  
Team 3000 Realty Ltd. - OFC: 778-297-3000
- 2
- 3

**APPOINTMENT INFORMATION:**

Contact Listing REALTOR®  
**Ray Kodabash**  
**604-916-7212**  
Virtual Tour:  
Brochure:

Commission: **\*3.225% OF 1ST 100K+1.15% OF THE BALANCE WITH 1ST INTRODUCTION ANDPRESENT AT ALL SHOWINGS OTHERWISE 1% OF THE SELLING PRICE.**

Seller/Landlord:**0837963 B.C. LTD.**  
Sell Firms: 1.  
Buyer Agents:1.

- 2.
- 3.

The above information is provided by members of the BC Northern Real Estate Board, Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver (the Boards) and is from sources believed reliable but should not be relied upon without verification. The Boards assume no responsibility for its accuracy. PREC\* indicates Personal Real Estate Corporation.



ACTIVE  
C8033783

Listing Date: 8/18/2020  
Expiry Date: 10/31/2021  
DOM: 419 Board: V  
Orig. Price: \$1,800,000 Prev. Price: \$0

3670 VANNESS AVENUE  
Collingwood VE  
Vancouver East  
V5R 0G6

For Sale

Retail  
Retail

For Sale Price: \$1,800,000  
Leased/Sold Date:  
Price:



Zoning Code: CD Gross Prop \$9,600.10 Tax Yr: 2020 Sale Asset  
P.I.D.#: 030-421-110 Building/Complex Name:

Rarely available commercial retail unit available for sale at the coveted Wall Centre Central Park. Over 1,800 square feet of brand new retail space in the heart of Collingwood Village - Vancouver. Conveniently accessible to and from skytrain, and a variety of amenities surrounding the property. Unit comes with 2 parking. Current lease at \$26/ SF 49347/ year net rent will increase yearly upto \$28/sf at later year

MEASUREMENTS:

Subj. Space Sq.Ft: 1,898 Space Avail for Lse:  
Subj. Space Width Whse/Indust.Sq.Ft:  
Subj. Space Depth: Office Area Sq. Ft:  
Main Resid. Sq.Ft: Retail Area Sq. Ft: 1,898  
Land Size Acres: 0.04 Mezzanine Sq. Ft:  
Acres Freehold: Other Area Sq. Ft:  
Acres Leasehold: Min. Divisible Space:  
Subj Prop Width ft.: Max. Contig. Space:  
Subj Prop Depth ft.:

LEASE DETAILS:

Lease Type:  
Lease Expiry Date:  
Lse Term/Months:  
Is a Sub-lease?:  
Strata Fees/Month: \$687.69  
Seller's Int.: Registered Owner  
Int. In Land: Strata  
Occupancy: Tenant

NET / GROSS RENT DETAILS:

Basic Rent per Annum/SF:  
Est. Additional Rent / SF:  
Basic Rent per Month:  
Est. Add. Rent per Month:  
Basic Rent per Annum:  
Gross Rent per Annum/SF:  
Gross Rent per Month:  
Gross Rent per Annum:

BASIC BUILDING & PROPERTY DETAILS:

# of Buildings: # of Docks  
# of Storeys: # of Grade Doors:  
# of Elevators: # of Loading Doors:  
# Parking Spaces: Clear Ceiling Ht (ft):  
Year Built: 2018 Class of Space:  
Building Type: Condo Strata Complex  
Potential to Redevelop? Comments:  
Environ. Assess.Done? No Comments:

MULTI-FAMILY DETAILS:

# of Bachelor Apts:  
# of Studio Apts:  
# of 1 Bdrm Apts:  
# of 2 Bdrm Apts:  
# of 3 Bdrm Apts:  
# of 4+ Bdrm Apts:  
# of Penthouse Apts:  
Total # of Apts  
# of Other Units:  
Total # of Units:  
APOD Cap Rate

BUS/BWP & AGR DETAILS:

Major Business Type:  
Minor Business Type:  
Business Name (d.b.a.):  
Bus. Oper. Since (yr):  
Confidentiality Reqd:  
Major Use Description:

LEGAL: STRATA LOT 333 PLAN EPS4621 DISTRICT LOT 36 LAND DISTRICT 1 LAND DISTRICT 36 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

REALTOR REMARKS:

DESIGNATED AGENT(S):

- 1 Michael Yang PREC\* - CONTC: 778-987-7577  
Sunstar Realty Ltd. - OFC: 604-436-1335
- 2
- 3

APPOINTMENT INFORMATION:

Contact Listing REALTOR®  
MICHAEL YANG  
778-987-7577  
Virtual Tour:  
Brochure:

Commission: 1%

Seller/Landlord: 1011531 BC LTD.  
Sell Firms: 1.  
Buyer Agents: 1.

2.  
3.

THIS IS EXHIBIT " C " referred to in the  
affidavit of Mohammed Reza Khodabakhsh  
Sworn before me at Vancouver.....  
this 6 day of December A.D. 2021

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

## Comm - Detailed Tax Report

### Property Information

<b>Prop Address</b>	3378 VANNESS AV	<b>Jurisdiction</b>	CITY OF VANCOUVER
<b>Municipality</b>	CITY OF VANCOUVER	<b>Neighborhood</b>	023-COLLINGWOOD
<b>Area</b>	VANCOUVER EAST	<b>SubAreaCode</b>	VVECO
<b>PropertyID</b>	018-366-899	<b>BoardCode</b>	V
<b>PostalCode</b>	V5R 5A8		

### Property Tax Information

<b>TaxRoll Number</b>	023718303760009	<b>Gross Taxes</b>	\$5,937.97
<b>Tax Year</b>	2021	<b>Tax Amount Updated</b>	06/16/2021

#### More PIDS

018-366-899

#### More PIDS2

### Owner Name & Mailing Address

<b>Owner1 1</b>	<b>Owner2 1</b>
<b>Owner1 2</b>	<b>Owner2 2</b>
<b>Mail Addr1</b>	<b>Mail Addr3</b>
<b>Mail Addr2</b>	<b>Mail Addr4</b>
<b>MailPostalCode</b>	

### Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
LMS992	9		37	36				

### Legal FullDescription

STRATA LOT 9, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 624/44454 SHARE IN COM PROP THEREIN TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

### Land & Building Information

<b>Width</b>		<b>Depth</b>	
<b>Lot Size</b>		<b>Land Use</b>	
<b>Actual Use</b>	COMMERCIAL STRATA-LOT	<b>Zoning</b>	CD-1 (201) COMPREHENSIVE DEVEL
<b>BCA Description</b>	STRATA GENERAL COMMERCIAL		
<b>WaterConn</b>			
<b>BCAData Update</b>	04/12/2021		

### Actual Totals

Land	Improvement	Actual Total
\$507,000.00	\$98,600.00	\$605,600.00

### Municipal Taxable Totals

Gross Land	Gross Improve	Exempt Land	Exempt Improve	Municipal Total
\$507,000.00	\$98,600.00	\$0.00	\$10,000.00	\$595,600.00

### School Taxable Totals

Gross LandSch	Gross ImproveSch	Exempt LandSch	Exempt ImproveSch	School Total
\$507,000.00	\$98,600.00	\$0.00	\$10,000.00	\$595,600.00

### Sales History Information

Sale Date	Sale Price	Document Num	SaleTransaction Type
11/25/1993	\$121,930.00	BG423978	IMPROVED SINGLE PROPERTY TRANSACTION
9/3/1993	\$0.00	BG319797	REJECT - NOT SUITABLE FOR SALES ANALYSIS

## Comm - Detailed Tax Report

### Property Information

<b>Prop Address</b>	3382 VANNESS AV	<b>Jurisdiction</b>	CITY OF VANCOUVER
<b>Municipality</b>	CITY OF VANCOUVER	<b>Neighborhood</b>	023-COLLINGWOOD
<b>Area</b>	VANCOUVER EAST	<b>SubAreaCode</b>	VVECO
<b>PropertyID</b>	018-366-902	<b>BoardCode</b>	V
<b>PostalCode</b>	V5R 5A8		

### Property Tax Information

<b>TaxRoll Number</b>	023718303760010	<b>Gross Taxes</b>	\$8,055.54
<b>Tax Year</b>	2021	<b>Tax Amount Updated</b>	06/16/2021

#### More PIDS

018-366-902

#### More PIDS2

### Owner Name & Mailing Address

<b>Owner1 1</b>	<b>Owner2 1</b>
<b>Owner1 2</b>	<b>Owner2 2</b>
<b>Mail Addr1</b>	<b>Mail Addr3</b>
<b>Mail Addr2</b>	<b>Mail Addr4</b>
<b>MailPostalCode</b>	

### Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
LMS992	10		37	36				

### Legal FullDescription

STRATA LOT 10, PLAN LMS992, DISTRICT LOT 37, NEW WESTMINSTER LAND DISTRICT, UNDIV 894/44454 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

### Land & Building Information

<b>Width</b>		<b>Depth</b>	
<b>Lot Size</b>		<b>Land Use</b>	
<b>Actual Use</b>	COMMERCIAL STRATA-LOT	<b>Zoning</b>	CD-1 (201) COMPREHENSIVE DEVEL
<b>BCA Description</b>	STRATA GENERAL COMMERCIAL		
<b>WaterConn</b>			
<b>BCAData Update</b>	04/12/2021		

### Actual Totals

<b>Land</b>	<b>Improvement</b>	<b>Actual Total</b>
\$677,000.00	\$141,000.00	\$818,000.00

### Municipal Taxable Totals

<b>Gross Land</b>	<b>Gross Improve</b>	<b>Exempt Land</b>	<b>Exempt Improve</b>	<b>Municipal Total</b>
\$677,000.00	\$141,000.00	\$0.00	\$10,000.00	\$808,000.00

### School Taxable Totals

<b>Gross LandSch</b>	<b>Gross ImproveSch</b>	<b>Exempt LandSch</b>	<b>Exempt ImproveSch</b>	<b>School Total</b>
\$677,000.00	\$141,000.00	\$0.00	\$10,000.00	\$808,000.00

### Sales History Information

<b>Sale Date</b>	<b>Sale Price</b>	<b>Document Num</b>	<b>SaleTransaction Type</b>
11/25/1993	\$168,210.00	BG423398	IMPROVED SINGLE PROPERTY TRANSACTION
9/3/1993	\$0.00	BG319798	REJECT - NOT SUITABLE FOR SALES ANALYSIS

## Comm - Detailed Tax Report

### Property Information

<b>Prop Address</b>	3384 VANNESS AV	<b>Jurisdiction</b>	CITY OF VANCOUVER
<b>Municipality</b>	CITY OF VANCOUVER	<b>Neighborhood</b>	023-COLLINGWOOD
<b>Area</b>	VANCOUVER EAST	<b>SubAreaCode</b>	VVECO
<b>PropertyID</b>	018-366-911	<b>BoardCode</b>	V
<b>PostalCode</b>	V5R 5A8		

### Property Tax Information

<b>TaxRoll Number</b>	023718303760011	<b>Gross Taxes</b>	\$8,015.67
<b>Tax Year</b>	2021	<b>Tax Amount Updated</b>	06/16/2021

#### More PIDS

018-366-911

#### More PIDS2

### Owner Name & Mailing Address

<b>Owner1 1</b>	<b>Owner2 1</b>
<b>Owner1 2</b>	<b>Owner2 2</b>
<b>Mail Addr1</b>	<b>Mail Addr3</b>
<b>Mail Addr2</b>	<b>Mail Addr4</b>
<b>MailPostalCode</b>	

### Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
LMS992	11		37	36				

### Legal FullDescription

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

### Land & Building Information

<b>Width</b>		<b>Depth</b>	
<b>Lot Size</b>		<b>Land Use</b>	
<b>Actual Use</b>	COMMERCIAL STRATA-LOT	<b>Zoning</b>	CD-1 (201) COMPREHENSIVE DEVEL
<b>BCA Description</b>	STRATA GENERAL COMMERCIAL		
<b>WaterConn</b>			
<b>BCAData Update</b>	04/12/2021		

### Actual Totals

Land	Improvement	Actual Total
\$674,000.00	\$140,000.00	\$814,000.00

### Municipal Taxable Totals

Gross Land	Gross Improve	Exempt Land	Exempt Improve	Municipal Total
\$674,000.00	\$140,000.00	\$0.00	\$10,000.00	\$804,000.00

### School Taxable Totals

Gross LandSch	Gross ImproveSch	Exempt LandSch	Exempt ImproveSch	School Total
\$674,000.00	\$140,000.00	\$0.00	\$10,000.00	\$804,000.00

### Sales History Information

Sale Date	Sale Price	Document Num	SaleTransaction Type
11/12/2008	\$467,500.00	CA971874	IMPROVED SINGLE PROPERTY TRANSACTION
11/25/1993	\$172,304.00	BG423614	IMPROVED SINGLE PROPERTY TRANSACTION
9/3/1993	\$0.00	BG319799	REJECT - NOT SUITABLE FOR SALES ANALYSIS

## Comm - Detailed Tax Report

### Property Information

<b>Prop Address</b>	3670 VANNESS AV	<b>Jurisdiction</b>	CITY OF VANCOUVER
<b>Municipality</b>	CITY OF VANCOUVER	<b>Neighborhood</b>	023-COLLINGWOOD
<b>Area</b>	VANCOUVER EAST	<b>SubAreaCode</b>	VVECO
<b>PropertyID</b>	030-421-110	<b>BoardCode</b>	V
<b>PostalCode</b>	V5R 0G6		

### Property Tax Information

<b>TaxRoll Number</b>	023319718020333	<b>Gross Taxes</b>	\$14,215.40
<b>Tax Year</b>	2021	<b>Tax Amount Updated</b>	06/16/2021

#### More PIDS

030-421-110

#### More PIDS2

### Owner Name & Mailing Address

<b>Owner1 1</b>	<b>Owner2 1</b>
<b>Owner1 2</b>	<b>Owner2 2</b>
<b>Mail Addr1</b>	<b>Mail Addr3</b>
<b>Mail Addr2</b>	<b>Mail Addr4</b>
<b>MailPostalCode</b>	

### Legal Information

PlanNum	Lot	Block	LotDist	LandDist	Section	Twnship	Range	Meridian
EPS4621	333		36	36				

### Legal FullDescription

STRATA LOT 333, PLAN EPS4621, DISTRICT LOT 36, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

### Land & Building Information

<b>Width</b>		<b>Depth</b>	
<b>Lot Size</b>		<b>Land Use</b>	
<b>Actual Use</b>	COMMERCIAL STRATA-LOT	<b>Zoning</b>	CD-1 (545) COMPREHENSIVE DEVEL
<b>BCA Description</b>	STRATA GENERAL COMMERCIAL		
<b>WaterConn</b>			
<b>BCAData Update</b>	04/12/2021		

### Actual Totals

Land	Improvement	Actual Total
\$986,000.00	\$449,000.00	\$1,435,000.00

### Municipal Taxable Totals

Gross Land	Gross Improve	Exempt Land	Exempt Improve	Municipal Total
\$986,000.00	\$449,000.00	\$0.00	\$10,000.00	\$1,425,000.00

### School Taxable Totals

Gross LandSch	Gross ImproveSch	Exempt LandSch	Exempt ImproveSch	School Total
\$986,000.00	\$449,000.00	\$0.00	\$10,000.00	\$1,425,000.00

### Sales History Information

Sale Date	Sale Price	Document Num	SaleTransaction Type
10/31/2018	\$1,230,000.00	CA7163686	IMPROVED SINGLE PROPERTY TRANSACTION
4/19/2018	\$0.00	CA6745255	REJECT - NOT SUITABLE FOR SALES ANALYSIS






THIS IS EXHIBIT " D " referred to in the  
affidavit of Muhammed Reza Kodabakhsh  
Sworn before me at Vancouver  
this 6 day of December A.D. 2021

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

**ACTIVE**  
**C8038829**  
**Board: V**  
 Business with Property

**3384 VANNESS AVENUE**  
 Vancouver East  
 Collingwood VE  
 V5R 5A8

**\$1,680,000 (LP)**   
 (SP)   
 (LR sq. ft. p/a) 



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.

**P.I.D.:** 018-366-911  
**Property Type:** Business with Property  
**Zoning/Land Use:** CD-1  
**Land Sz SF/Acres:** 0 / 0.00  
**Brochure:**

**Prop. Tax/Year:** \$8,015.67 / 2020  
**Width / Depth:** /  
**Transaction Type:** For Sale  
**Sale Type:** Asset

**Virtual Tour:**

**Property Details**

**Seller's Interest:** Registered Owner  
**Interest In Land:** Strata  
**Environmental Assessment Phase:** Not Applicable  
**Occupancy:** Owner  
**Seller's Rights Reserved:** No  
**Amenities:** Handicap Access/Facil, Storefront, Storage, Washrooms Female/Male, Other

**Site Services:**

**Restrictions:** None Known

**General Building Details**

**Subj. Space SqFt:** 890 **Width / Depth:** /  
**Year Built:** 1993  
**Complex Name:** JOYCE PLACE  
**# of Buildings:** **# of Storeys:**  
**# of Loading Doors:** **# of Grade Doors:**  
**Parking Spaces:** 2 **# of Elevators:**  
**Roof:** Tar & Gravel  
**HVAC:** Separate HVAC Units  
**Building Type:** Condo Strata Complex, High-Rise (5+ storeys), Residential Mix  
**Construction:** Wood Frame  
**Condo Strata Fee:** \$599.97

**Office Area Sq Ft:**  
**Retail Area Sq Ft:**  
**Warehouse Sq Ft:**

**Mezzanine Area Sq Ft:**  
**Other Area Sq Ft:**

**Major Business Type:** Food & Beverage  
**Minor Business Type:** FB - Restaurant

**Lease Rate (sq.ft.):**  
**Lease Size (sq.ft.):**  
**Leased Rate(sq.ft.):**

**Lease Op Cost (sq.ft.):**  
**Additional Rent/SF:**  
**Lease Exp. Date:**

**Lease Type:**  
**Tot. Spce Avail for Lse:**  
**Subj. Unit Cont. Spce:**

**Lease Sub-lease:**  
**Lease Term, months:**

**Legal:** 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

**List Firm 1:** Team 3000 Realty Ltd. - OFC: 778-297-3000  
**List Firm 2:**  
**List Firm 3:**  
**List Sales Rep 1:** Ray Kodabash - CONTC: 604-916-7212  
**List Sales Rep 2:**  
**Lister Email:** rkodabash@gmail.com  
**Commission:** \*3.225% OF 1ST 100K+1.15% OF THE BALANCE WITH 1ST INTRODUCTION ANDPRESENT AT ALL SHOWINGS OTHERWISE 1% OF THE SELLING PRICE.

**Appointment Contact:** Ray Kodabash  
**Appointment Phone:** 604-916-7212  
**Appointment Instructions:** Contact Listing REALTOR®

**List Sales Rep 3:**  
**Lister Website:** <http://www.raykodabash.com>

**Lease Commission:**

**Seller Name:** 0837963 B.C. LTD.

**Sell Rep 1:**  
**Sell Firm 1:**  
**Sell Firm 2:**

**Rep 2:**

**Rep 3:**

**Realtor** Business with Property for sale. All showing by appointment only. All measurement is approx., buyer or buyer agent to verify if important.  
**Remarks:** To receive strata documents, please email ray@raykodabash.com


**Days on Market:** 20

**List Date:** 6/14/2021  
**Expiry Date:** 6/14/2022

**Sold Date:**  
**Sold Price:**

**Previous Price:** \$0  
**Original Price:** \$1,680,000

This is exhibit **E** referred to in the  
affidavit of **Mahammed Reza Kodabakhsh**  
Sworn before me at **Vancouver**  
this **6** day of **December**, A.D. 20**21**

  
A Commissioner for taking Affidavits  
British Columbia

## Claire Armstrong

---

**From:** Reza(Ray) Kodabash <rkodabash@gmail.com>  
**Sent:** Wednesday, November 10, 2021 2:48 PM  
**To:** Claire Armstrong  
**Cc:** Adi Soltani  
**Subject:** Re: 3384 VANNESS AVE

Hi Claire,

I'm the listing agent representing my seller ( Adi) in dealing with buyers or buyer agents.

The buyer agent who sent this offer (Michael Yang) sent this offer without any previous inquiry about the property. I called him right away and asked if he or his buyer is aware of the wind-up process happening in this strata and the challenges.

He had no knowledge, was not aware of anything, and after explaining the situation he asked me twice to ignore the offer and not to present it to my seller (Adi).

I forward it later to Adi, just for his records.

Sincerely,

**Ray(Reza) Kodabash**

**Cell: 604-916-7212**

[rkodabash@gmail.com](mailto:rkodabash@gmail.com)

[ray@raykodabash.com](mailto:ray@raykodabash.com)

[www.RayKodabash.com](http://www.RayKodabash.com)



**Top 10% of the Realtors participating in REBGV MLS**

**Team 3000 Realty**

#305-9940 Lougheed Hwy,

Burnaby, BC, V3J 1N3

Head Office: (778) 297-3000

Fax: (604) 677-5629

### IMPORTANT-CONFIDENTIAL INFORMATION

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential and exempt from disclosure. Any other distribution, copying or disclosure is strictly prohibited. If you have received it in error, please notify the sender immediately and delete the original.